Cleveland Teachers Union

AGREEMENT

BETWEEN

The Board of Education
of the
Cleveland Metropolitan
School District

AND

Cleveland Teachers Union
Local No. 279
American Federation
of Teachers,
AFL-CIO

EFFECTIVE

July 1, 2007

THROUGH

June 30, 2010

Cleveland Metropolitan School District

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SCHOOL DISTRICT

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JOINT STATEMENT

For the first time negotiating teams from the Cleveland Metropolitan School District and the Cleveland Teachers Union utilized Interest Based Bargaining as the vehicle to forge a new Collective Bargaining Agreement. During forty-one days of intense bargaining both teams focused on a limited number of mutually agreed upon areas of interest. These areas of interest correlated with our Collective Bargaining Agreement and stressed higher academic achievement; safe, secure and orderly schools; quality teaching; pertinent professional development; and consistency across the District in curriculum and student discipline. Through this collaborative negotiating process, where often listening is more important than speaking, a landmark collective bargaining agreement was crafted that will provide the foundation for continued academic improvement through June 2010.

Highlights of this agreement are the joint union/management commitment to elimination of the academic disparity gap in reading and math for district third grade students by the spring of 2010; the reduction of class size in grades Pre-K through three and the phase-in of an academic, all-day pre-kindergarten program in all district elementary schools for the purpose of supporting the initiative to eliminate the academic disparity gap; the implementation of an alternative to out-of-school suspensions in all district school buildings; agreed to strategies that insure all students exposure to art and music as well as improving the quality of the K-12 art and music programs; the ability to develop and implement unique choice school opportunities throughout the school district while at the same time establishing a uniform high school schedule that eliminates hardship to students who are required or elect to change high schools during the school year; the development and implementation of a strong professional development and peer assistance program to insure that all Cleveland teachers have the skills required for success in the classroom; and a well deserved pay raise for all bargaining unit members while at the same time retaining healthcare coverage at the pre-bargaining levels.

It will take the entire CMSD community to implement this contract and a commitment from us all that will raise student achievement and elevate the teaching profession. We share a common vision for the students we teach, the families we serve, and the community in which we work.

As Chair of the Cleveland Metropolitan School District, CEO of the Cleveland Metropolitan School District and President of the Cleveland Teachers Union, we congratulate

the negotiating teams for a “job well done” and support the full and faithful implementation of this landmark collective bargaining agreement.

Eugene T.W. Sanders
Chief Executive Officer
Cleveland Metropolitan School District

Joanne DeMarco
President
Cleveland Teachers Union

Robert M. Heard, Sr.
Chair, Board of Education of the
Cleveland Metropolitan School District

This Agreement was adopted under resolution No. 35286, enacted September 23, 1976, and amended by:

Resolution No. 35925
Enacted October 16, 1978

Resolution No. 36430
Enacted August 27, 1979

Resolution No. 14-80
Enacted January 10, 1980

Resolution No. 619-83
Enacted December 15, 1983

Resolution No. 163-85
Enacted March 8, 1985

Resolution No. 77-88
Enacted March 5, 1988

Resolution No. 443-90
Enacted June 30, 1990

Resolution No. 724-90
Enacted October 11, 1990

Resolution
Enacted October 1996

Resolution No. 2001-057(B)
Enacted October 5, 2000

Resolution No. 2007-262
Enacted May 8, 2007

RESOLUTION No. 35286
Enacted September 23, 1976

WHEREAS, to serve the interests of the community, children, teachers, the administration and the school system, it is imperative that understanding, cooperation and good will should exist between the Board and its employees; and

WHEREAS, the best interest of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representatives of the Teachers on matters of common concern and by providing orderly channels for the resolution of differences should they arise; and

WHEREAS, the Cleveland Board of Education has since November 15, 1974, been meeting with the Cleveland Teachers Union to discuss the policies and procedures; and

WHEREAS, collective negotiation legislation has not yet been enacted in Ohio, and the Board of Education, under law, has the final responsibility for the operation of the schools within the district, and if any part of this resolution is in violation of any statutes of the State of Ohio, then that portion is null and void; and

WHEREAS, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with the activities of any employee organization, now, therefore, be it

RESOLVED, by the Board of Education of the Cleveland Municipal School District that Resolution No. 34268 dated September 13, 1973, be rescinded and is hereby replaced by the following negotiated agreement with the Cleveland Teachers Union, Local 279; and be it further

RESOLVED, that until such time as collective negotiation legislation becomes effective in Ohio or in accordance with the dates set forth in Section 700 of the Administrative Code, whichever occurs earlier, the following policies and procedures shall be followed by the Cleveland Board of Education.

RESOLUTION No. 31702
Enacted January 24, 1967

WHEREAS, to serve the interest of the community, children, teachers, the administration and the school system, it is imperative that understanding, cooperation and goodwill should exist between the Board and its employees; and

WHEREAS, the best interest of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representative of the Teachers on matters of common concern and by providing orderly channels for the resolution of differences should they arise; and

WHEREAS, the Cleveland Board of Education has since March 8, 1966, been meeting with the Cleveland Teachers Union to discuss the policies and procedures; and

WHEREAS, collective negotiation legislation has not yet been enacted in Ohio, and the Board of Education, under law, has the final responsibility for the operation of the schools within the district, and if any part of this resolution is in violation of any statutes of the State of Ohio, then that portion is null and void; and

WHEREAS, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with the activities of any employee organization, now, therefore, be it

RESOLVED, that until such time as collective negotiation legislation becomes effective in Ohio or in accordance with the dates set forth in Section 700 of the Administrative Code, whichever occurs earlier, the following policies and procedures shall be followed by the Cleveland Board of Education.

AGREEMENT

PREAMBLE

This Agreement is negotiated pursuant to the Ohio Public Employee Collective Bargaining Act (Chapter 4117 of the Ohio Revised Code). The parties agree that there is no waiver of any of the rights granted under the Act. Where a provision of this Agreement conflicts with state law, this Agreement shall prevail.

The Cleveland Metropolitan School District and the Cleveland Teachers Union jointly affirm their commitment to providing a quality education for all of Cleveland's children. The term children includes students in both elementary and secondary grades.

The Cleveland Metropolitan School District and the Cleveland Teachers Union mutually recognize that a safe and secure learning and working environment is essential to the achievement of the educational goals and objectives of the District. Accordingly, the District reaffirms its commitment to provide for the safety of students, employees, parents, and all other school community stakeholders.

All stakeholders in the Cleveland Metropolitan School District shall treat one another with professionalism and respect, recognizing that the ultimate success of the District in educating Cleveland's children requires the efforts of each and every individual.

ARTICLE 1
BARGAINING UNIT RECOGNITION

Section 1. Representation

A. The Board of Education (hereinafter the "Board") for the Cleveland Metropolitan School District (hereinafter the "District") recognizes the Cleveland Teachers Union, American Federation of Teachers, Local 279, AFL-CIO (hereinafter "CTU" or "Union") as the sole representative of the following:

> Teachers, school nurses, regular substitute teachers, paraprofessionals (e.g., educational aides, instructional aides, instructional assistants, instructional technicians; administrative aides), tutors, social workers, psychologists, driver training roadwork instructors, work-study teacher consultants, adult education teachers, hearing officers, and other Federal and State Funded Certificated Personnel.[1]

The Union shall represent these employees in all matters concerning salaries and other terms and conditions of

[1] Appendix D has a list of Inactive Classifications.

employment so long as the Union represents equally all personnel in the above listed categories without regard to membership or participation in or association with the activities of any teachers' organization. The articles of this Agreement will be applicable to all employee groups represented by the CTU. Whenever the word "employee" or "employees" is used in this Agreement, except as specified otherwise, those terms refer to any and all of the employees represented by the Union.

B. When the District plans to change or add any classification of employee that may affect the status of any group represented by the Union, the District will notify the Union of such plans so that any potential problems may be mutually resolved before implementation. If any new classification or title is established covering employees who perform the same type of work being done by employees currently represented by the CTU, the District shall automatically recognize the Union as the sole representative of that group.

Section 2. Rights of Membership

Members of the faculty shall be free to join or not to join any organization of teachers. No member of the faculty shall be discriminated against because of membership or non-membership in any such organization. No member of the faculty shall be propagandized directly or indirectly against joining or continuing membership in any such organization by any person in a supervisory or administrative capacity. No person in a supervisory or administrative capacity will interfere or involve himself/herself in the Union's role to function effectively as sole representative.

Section 3. Chapter Recognition

The Principal/Administrator shall recognize the elected CTU Chapter Chairperson as the official representative of the Union in the school. The Principal shall be expected to make reasonable arrangements so that the elected CTU Chapter Chairperson may carry out his/her responsibilities.

Section 4. Fair Share Fees

The District and the CTU agree to the following provisions concerning agency shop and the deduction of union dues, or fair share service fee:

A. Pursuant to R.C. 4117.09(C), on the sixty-first (61st) day of employment, each employee which the Union represents under the terms of this Agreement shall be required to either be a member of the Union, or to pay a service fee to the Union each month which is equal to the amount of the monthly dues required to be paid by each such employee who is a member of the Union. This service fee is required in recognition of the services of the Union to the employees

in the bargaining unit, and the financial support necessary to continue those services. The amount of monthly dues shall be as provided in the CTU Constitution and By-Laws, and shall be certified to the District by the Treasurer of the Union prior to the effective date of this Article, and prior to the effective date of any change in that amount. The amount of the service fee shall be changed at the same time that the amount of the monthly dues is changed.

B. The District and the Union agree that if any legal challenge is made to the terms of this Article, that both parties will defend its validity until there is a final judgment of the highest court or other tribunal to which the matter maybe pursued. The Union agrees that its counsel will be the lead counsel during any such litigation, and the District agrees that its counsel will fully cooperate with the Union counsel in such litigation.

C. The Union represents to the District that:

1. An internal advanced fee reduction procedure has been established in accordance with Section4117.09(C) of the Revised Code.
2. A procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union.
3. Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and State of Ohio.

D. Annually, the Union shall provide the District, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

ARTICLE 2
UNION REPRESENTATION

Section 1. Right to Union Representation

Employees shall have the right to request Union representation at any conference concerning a grievance, or a complaint involving performance, teaching methods or employment status of the employee.

Section 2. Resolving Problems

Every effort should be made between the Principal/

Administrator and the Chapter Chairperson or a designated Union representative of the member's choice, to resolve the problem at a local level.

Section 3. Selection of Union Representatives and Representation at Meetings

A. Selection and Notification of Union Representatives.

1. The Union members in each building shall have the exclusive right to choose their building representatives (Chapter Chairperson and Conference Committee) according to the provisions of the Constitution and By-laws of the Union.
2. When there is no Chapter Chairperson, the Union President shall designate one or shall act directly for the building until such time as a chairperson shall be elected.
3. The Union shall notify the Principal/Administrator and CEO of the names of the Union representatives in his/her building.
4. In each high school building/campus/complex housing more than one (1) small high school, there shall be one Chapter Chairperson. Each Chapter at that worksite shall elect an Assistant Chairperson for each individual small school. The Chapter Chairperson and Assistant Chairpersons shall constitute the UCC of each worksite. Additional UCC members may be elected as per CTU Constitution,

B. Union Representation at Meetings.

1. The CTU representative shall have the sole right during faculty meetings to present a report ten (10) minutes before the scheduled conclusion of general faculty meetings or CTU/administration conferences, either of a local or system-wide nature. No other organization may be recognized during a faculty meeting to discuss matters concerning salaries and other terms and conditions of employment.
2. No representative of any organization other than the Union may hold meetings within a school with any members of the CTU bargaining unit.
3. The Principal should be present during the Union's ten minutes of a faculty meeting. The placement of the ten (10) minutes shall be at the end of the faculty meeting unless otherwise mutually agreed to by the Principal and Union Conference Committee (UCC).

C. Chapter Chairpersons.

1. Elected Chapter Chairpersons will be exempt from necessary and special transfers during their term of office.
2. The Chapter Chairperson may use his/her unassigned time, as provided below, for activities appropriate to the administration of this Agreement and to the duties of office described in the Union handbook. This provision does not imply interruption of normal classroom activities. The unassigned time for the Chapter Chairperson is not to be counted as part of the equitable distribution of unassigned time.
3. In the elementary and K-8 schools, the following guide should be used in providing a minimum amount of unassigned time for the Chapter Chairperson.

Bargaining Unit Members in the Building	**Number of Unassigned Periods Per Week**
0-25	2
26-50	3
51-75	4
76-100	5

4. In the secondary schools, the following guide should be used in providing unassigned time for the Chapter Chairperson.

Bargaining Unit Members in the Building	**Number of Unassigned Periods Per Week**
0-25	2 or Option of No Homeroom*
26-50	3 or Option of No Homeroom*
51-75	4
76-100	5
101	5 and No Homeroom

* The option of periods off or no homeroom must be mutually agreed upon by the Principal/ Administrator and the UCC. (Also see Article 10, Section 1[S]).

5. Effective with the start of the 2006-07 school year, each high school building/campus/complex housing more than one (1) small high school will be considered a worksite. The Chapter Chairperson at worksites with more than one (1) small school shall be provided unassigned time as per Article 2, Section 3(C)(4) and shall have no homeroom as

per Article 10, Section 1 (S). Chapter Chairperson unassigned time will be allocated as per Article 2, Section 3 (C)(4). For block scheduling schools this means a one (1) block instructional period for the entire year. The Assistant Chairpersons at worksites with more than one (1) small school shall have no homeroom. For the purpose of Article 2, Section 3 (C)(5), block scheduling is limited to schools having either 4x4 or A/B model of block scheduling with all 80 to 90 minute instructional periods.

6. A special in-service course shall be offered for Chapter Chairpersons. A program of instruction and information shall be prepared by the CTU in accordance with established in-service policies.
7. Each Chapter Chairperson or his/her designees hall be released three (3) full days per school year, provided workshops are scheduled at least two (2) weeks in advance with the CEO or designee. Substitutes will be provided. Workshops will not be scheduled the week prior to Winter and Spring breaks, nor the day before or following a vacation day. Workshops also will not be scheduled during the first two (2) weeks of school opening, the last two (2) weeks of May, nor in the month of June.

Section 4. Union Conference Committee (UCC)

A. Building administrators and the Union Conference Committee (UCC) are held responsible for carrying out the terms and conditions of this Agreement in their buildings. The UCC shall represent all bargaining unit members in an impartial manner. Where the UCC and the Principal/Administrator come to written mutual agreement on a topic authorized by the Collective Bargaining Agreement, the Principal/Administrator and the UCC shall take responsibility for supporting and implementing their respective roles in any agreed upon items. If the UCC and Principal/Administrator determine that a modification in their school's operating procedure is needed that violates either the letter or spirit of this Collective Bargaining Agreement, this modification can only be implemented following the President of the CTU and CEO of CMSD signing a Memorandum of Understanding (MOU) or Written Mutual Agreement (WMA) that details the UCC's and Principal/Administrator's request. Any current MOU or WMA signed by the UCC and Principal/Administrator and not specifically authorized in a provision of the Collective Bargaining Agreement (See Appendix Q) shall be considered null and void effective July 1, 2007.

B. The Principal/Administrator shall meet at least once

monthly with the Union representatives and the UCC, at a mutually agreeable time and place, to discuss school problems and policies as they relate to established District policies and procedures. Union representatives and the Principal shall give advance notification to one another of the topics to be discussed. Additional meetings may be called at the request of either party to discuss mutual problems.

C. The responsibilities and functions of the UCC are not to be duplicated or usurped by the establishment of faculty steering committees. The Principal of each school shall consult with the UCC on the establishment of special faculty committees which may further promote the welfare of the school. By written mutual agreement they shall delineate the functions of such faculty committees.

Section 5. CTU Access to Building Facilities

A. A bulletin board shall be provided in the main office and in teachers' workrooms, where feasible, on which the CTU shall be permitted to post notices and materials. The CTU Chapter Chairperson or designee shall have the exclusive responsibility for posting and removing CTU notices, subject to reasonable regulations issued by the CEO.

B. The CTU shall have the right to use the school mail and electronic mail at cost. The CTU shall have the right to place material in faculty mailboxes.

C. The CTU Chapter Chairperson shall have the right to reasonable use of the school telephone in order to carry out official CTU responsibilities.

D. The Chapter Chairperson shall have the right to schedule CTU meetings before or after school and during the lunch time of the employees involved while the building is regularly open. Such meetings may be restricted to members of the CTU.

E. The President of the CTU or his/her designated representative (First Vice President, Second Vice President or the appropriate Third Vice President) shall not be denied the right, on reasonable prior notice, to visit a school for any purpose relating to this Agreement during the hours which do not conflict with teaching duties.

Section 6. CTU Participation in Pre-School Orientation

A. The CTU shall be provided a morning or an afternoon session of not less than two and one half (2½) hours of uninterrupted time during the preschool orientation to make a presentation. The CTU will be informed of the date and time for this session on or before August 1 of each year. Union information shall continue to be available at the preschool orientation. Bargaining unit members new to the District will be given complete information regarding

District hospitalization coverage and other employee benefits offered by the District. The CTU is to be included in all new bargaining unit member orientations throughout the school year in a proportional manner with respect to time.

B. New teacher participants will have at least two (2) days of orientation at their assigned buildings during the five scheduled pre-service orientation days.

Section 7. Labor Management Council (LMC)

A. The District and the CTU agree to form and implement a Labor Management Council (LMC). The LMC will consist of an equal number of representatives from both the Union and the District.

B. Functions. Its main functions shall be to: confer on all matters of mutual concern including health, safety and working conditions; keep both parties to this contract informed of changes and/or developments caused by conditions other than those covered by this contract; confer over potential problems in an effort to keep such matters from becoming major in scope; provide a forum for solving educational problems of the District; and review recommendations from any committee named in this contract.

C. Training. The LMC shall receive training from the Federal Mediation and Conciliation Service, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a District-widefocus in developing an appropriate problem-solving climate.

D. Meetings. The LMC shall meet regularly, but no less than once a month. The LMC will develop its own agenda. The meetings shall be alternately chaired by representatives of the Union and the District.

Section 8. CTU/CEO - Executive Director of Human Resources Meetings

A. The CTU President and CTU representatives shall meet monthly with the CEO and CEO representatives. Any school may, upon obtaining the signatures of seventy-five (75%) of the CTU bargaining unit members in the building, petition the CEO to come to the building, at a time of the CEO's choosing, and hold a meeting in which the only administrative authority present is the CEO except as specified below. The CEO may not send a representative during the first six times in any school year in which a petition is presented. After six times the CEO may send a designee. The CTU bargaining unit members shall be free to discuss concerns without fear of reprisal or retribution, and the CEO (or designee) shall keep confidential the identity of the individuals who choose to speak.

B. The Executive Director of Human Resources or Director

of Labor Relations shall hold weekly meetings with the CTU Director of Grievances to process grievances. Upon mutual agreement, additional meetings may be scheduled.

1. The Union will provide an agenda for the weekly grievance meeting two (2) days prior to the scheduled weekly meetings.
2. The Executive Director of Human Resources will assure that appropriate central office decision making individuals will be present to respond to a grievance matter.

Section 9. Full-Time CTU President

A. The CTU President shall be released from all teaching duties.

B. The CTU President shall retain full status as a teacher and shall continue to receive his/her salary from the District. The CTU President shall also retain his/her entitlement to employment benefits received by other teachers in the District.

C. The CTU will fully compensate the District for the CTU President's teacher salary and employee benefits. The CTU will also pay any fees or premiums requisite to secure employment benefits.

D. The CTU President, upon request, shall have the right to return to the department and school he/she left upon assuming the Presidency. The President shall accrue all seniority points as if he/she had never left.

E. The President of the CTU may designate one (1) elected CTU official to be released full-time under the same conditions as the President.

F. By each June 15th, the CTU President will identify eleven (11) individuals to be released half-time for the next school year by the District. The Union and the District will share equally in the cost of the released time.

Section 10. Union Representation on Committees

A. A person from the District administrative staff shall be assigned to coordinate all committees involving teachers and District administrators.

B. In response to a request of the administration to establish a committee involving teachers, the CTU shall meet with the appropriate Regional Superintendent to discuss qualifications, and the CTU will submit a list of names equal to the number of teachers who are to serve. The teachers selected shall be mutually agreed upon.

C. The CTU shall receive notice of meetings of committees, minutes of same and any interim and final proposals and recommendations. Committee findings are not necessarily binding but are recommendations for future action.

D. Meaningful Input Regarding Education Policy Committee. CTU representatives shall be permitted meaningful input on matters of educational policy addressed by a committee. The Administration shall give due consideration to CTU committee members' recommendations and proposals. However, on matters impacting on wages, hours, terms and conditions of employment and/or the continuation, modification or deletion of an existing provision of the collective bargaining agreement, the CTU reserves the right, upon notice, to demand bargaining.

Section 11. Potential School Closings/CTU Input

A. If a formal school closing committee is formed by the District, the Union shall select a representative to serve on the committee. Released time shall be provided whenever meetings or school visits are scheduled during the schoolday.

B. Whenever schools are considered for closing or reutilization, input shall be sought from the teachers (as selected by the CTU) where the schools are located.

Section 12. Education Programs

The Union shall be afforded opportunity for significant input into the development of new educational programs. The CTU and the District will collaborate in the development and implementation of all new educational programs. Both parties will be held accountable and responsible for the program's success.

Section 13. CTU Involvement in Federal and State Proposals

A. Proposals and information concerning funded programs will be shared with the CTU, including:

1. The CTU will be on the mailing list to receive copies of new proposals or revisions of federal and state funded programs.
2. The designated representative of the CTU will receive a copy of the rough proposal draft from the proposal developer once it has been developed and is ready for initial in-house reviews.
3. Final drafts of federal and state proposals will be sent to the CTU.

B. Comments from the CTU will be reviewed and considered before final drafts are submitted to the funding authorities.

C. If federal guidelines do not mandate teacher participation, the Union will be responsible for any CTU requested released time cost for substitutes.

Section 14. CTU Involvement in Teacher Centers

The District agrees to work with the CTU to establish Teacher Centers in compliance with federal guidelines.

Coordinated proposal writing efforts will continue.

Section 15. Design of Buildings/CTU Input

The officers of the CTU shall be invited to participate in the planning of the construction of new buildings when architects are appointed by the District. At this point, the CEO will invite the Union to appoint a representative to serve on the building planning committees.

Section 16. Reading Progress Cards

The CTU shall be invited to review and make recommendations concerning any changes to student evaluation or documentation forms. The representative(s) shall be appointed by the President of the CTU. The President of the CTU and the Chief Academic Officer shall meet prior to implementation.

Section 17. Union or Professional Conference Representatives

The Union shall have the right to send representatives to selected union or professional conferences or conventions. The District shall bear the cost for any substitutes which may be required provided the total cost in any fiscal year does not exceed $15,000. The District shall bear no other related expenses.

ARTICLE 3
PAYROLL DEDUCTIONS

Section 1. Dues Deduction

The District will continue its present practice with respect to dues-deduction cards as delineated in Resolution No. 29831. *(Appendix B)*. The CTU shall have exclusive payroll dues deduction privileges.

Section 2. Payroll Deduction for COPE Contributions

The District will honor COPE contribution payroll deduction authorization from CTU bargaining unit members.

Section 3. CTU Bargaining Unit Employee Information

A. Computer Printouts. The CTU will be given two (2) computer printouts in October and February of each year; one alphabetically by employee name and the other by worksite. The printout shall include the following information:

1. Employee name
2. Current home address and phone number
3. Employee number
4. Subject area
5. Asterisk the names of the employees whose Union dues are being collected through District payroll deduction.

Such printouts will not be shared with private or commercial agencies for promotional purposes, except to the extent required by law.

B. Electronic Linkage. There shall be a data link between the District's computer(s) and the Union's computer(s) which will allow electronic updating of CTU bargaining unit files. The link will be structured to read files, not alter data. The CTU will fund the software required and will be responsible for all hardware and telephone costs associated with the linkage.

C. On matters of mutual interest to the District and the CTU, the CEO and the CTU President may agree in writing to place a message of not more than two hundred (200) words on paycheck stubs. The Payroll Department shall have at least seven (7) working days notice of the agreed upon message.

Section 4. Cancellation of Payroll Deduction for Dues

All requests for cancellation of payroll deductions for the CTU membership dues shall be processed through the CTU executive offices before action is taken by the Payroll Department. Requests for cancellation will be forwarded to the executive offices of the CTU and those which are not returned within fifteen (15) days to the Payroll Department shall be considered honored and canceled unless otherwise notified. Cancellation of payroll deduction for union membership dues will result in automatic payroll deduction of the fair share fees pursuant to R.C. 4117.09(c).

Section 5. Payroll Deduction Forms

Representatives of the CTU shall meet with representatives of the Treasurer's office to approve any changes in the payroll deduction form. No change shall be made without mutual approval except as required by law. This specifically provides for an employee to determine, as required by law, the amount of each deduction for federal, state, city, or any other governmental agency empowered to tax under applicable laws.

Section 6. Improved Information on Pay Stubs

A. Identification Coding. When the employee receives pay for extra duties, in-service meetings, covering classes, differentials, etc., the amount for each item shall be identified by a code on each pay stub.

B. Listing Employee Benefit Costs. The amount of each employee benefit cost paid by the District will be indicated on each employee's pay stub on a yearly basis.

Section 7. Employee Notification of Garnishee Order

An employee shall be notified when garnishee orders are received by the District. Such notification shall be given as soon as such order is received.

Section 8. Payroll Deductions for Insurance

The CTU and the District will work cooperatively to promote passage of legislation that will permit payroll deduction of premiums for various group insurance plans.

Section 9. Direct Deposit of Payroll Check

The Board shall offer the opportunity to utilize direct deposit. An employee may elect to split the total amount of the payroll check between two financial institutions or two accounts at the same institution. These can include banks, credit unions, brokerage firms, or any financial institution that has a routing number and the employee has an account.

Section 10. No-Load Mutual Funds

No-load mutual funds may be obtained through the use of direct deposit through financial institutions as found in Section 9 above.

Section 11. Roth IRAs

Roth IRAs may be obtained through the use of direct deposit through financial institutions as found in Section 9 above.

Section 12. Home Address

All employees must provide Human Resources with a current home address and phone number.

ARTICLE 4
MANAGEMENT RIGHTS CLAUSE

Section 1. Management Rights

The District retains its management rights subject to any limitations found in this Agreement. Subject to all of the provisions of this Agreement and subject to the provisions of Title 33 of the Ohio Revised Code, the District shall have the sole and exclusive right to control all functions and operations and set all policies regarding the Cleveland schools, including but not limited to, the sole and exclusive right to:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of educational operations;

D. Determine the overall methods, process, means or personnel by which educational operations are to be conducted;

E. Suspend, discipline, demote or discharge for just cause,

or lay off, transfer, assign, schedule, promote or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as an educational unit.

Section 2. District-CTU Administrators' Seminar

The Union and District agree that a mandatory seminar will be held with all administrators, including Principals, to be conducted by the negotiating committees, including the attorneys for the District and for the Union, to explain the relationship of the management rights clause to the rest of the Agreement, and to the collective bargaining relationship as mandated by the state collective bargaining act.

ARTICLE 5
ACADEMIC ACHIEVEMENT PLANS

Section 1. Academic Achievement Plan (AAP)

A. The Academic Achievement Plan (AAP) provides each school with a roadmap to student achievement and success. Its ultimate purpose is to be the school's driving force to reach or exceed clearly defined academic goals.

B. The AAP may not conflict with any language in the Collective Bargaining Agreement except as provided in subsection J below.

C. All Academic Achievement Plans (AAPs) approved prior to the 2007/08 school year are null and void as of the last day of the 2006/07 school year.

D. The Core Planning Team will develop, if necessary, or review and modify/revise the AAP annually. The Core Planning Team shall consist of: the building Principal (no designee), the CTU Chapter Chairperson (no designee), a parent of a child attending the school, and three to five classroom teachers. The Core Planning Team may invite additional individuals to support and assist the Team.

E. The Core Planning Team shall be determined by the following methods:

1. CTU members shall be elected biannually beginning with an election being held in the Spring of 2007.
2. Parent will be selected by the SPO.
3. Core Planning Team members who are bargaining unit members will be compensated at the negotiated inservice instructor rate up to five hours.

F. The AAP will be written by the Core Planning Team

on a template developed and approved by a joint CMSD/ CTU committee. The template shall include each school's academic goals, related goals, e.g., attendance and customer service, and a budget page including estimated allocation.

G. Time Line. The time line for the 2007/08 AAP: the Core Planning Team presents the AAP to the bargaining unit members by May 15th. Voting must be completed no later than May 23rd. AAPs must be submitted to the CAO no later than May 24th.

H. Building level approval of the AAP shall be by seventy percent (70%) of the bargaining unit members voting. The election will be by secret ballot conducted by the UCC.

I. District Approval. The Core Planning Team will forward the building level approved AAP to the CMSD Chief Academic Officer. The Chief Academic Officer will review and approve or reject, as a whole, the AAP. If rejected, the AAP, with written reasons for rejection, will be returned by the Chief Academic Officer to the school's Core Planning Team for review and revision. The President of the CTU will also be notified in writing of any rejected AAP and the reasons for rejection. All schools' Core Planning Teams and the CTU President will be notified of approval or rejection no later than the last working day in May. There shall be no more than two votes on the AAP modifications/revisions per calendar year.

J. If the submitted AAP requests any modifications in the CTU/CMSD Agreement or CMSD policies, procedures, or guidelines, this AAP must be presented to and approved by the President of the CTU and the CMSD CEO.

K. Notification. Each Core Planning Team will be notified by the Chief Academic Officer of the status of its AAP by the first day of the 2007/08 school year. Copies will be sent to the Principal and Chapter Chairperson.

L. The AAP timeline for submission, approval, and notification will be reviewed for possible modification for the 2008/09 school year and beyond and may be modified by mutual agreement of the CTU President and the CEO.

M. The AAP may define the extent and nature of supplemental professional development to be provided to school employees and may require attendance at such professional development.

ARTICLE 6
PROBLEM RESOLUTION, GRIEVANCE PROCEDURE AND TIME LIMITS

Section 1. Scope

This article shall apply to all members of the CTU bargaining unit.

Section 2. Definition of Days. For the purpose of this article, days shall mean a day when the affected employee, or, in the case of a responding administrator, such administrator, is scheduled to be at work.

Section 3. Letter of Inquiry

Any employee may file a "Letter of Inquiry" which requests information on salary, working conditions and/or benefits. Such "Letter of Inquiry" form is available from the CTU Director of Grievances. The CTU Director of Grievances shall process the Letter of Inquiry and, where the Director believes it necessary, the Director may request in writing from the Executive Director of Human Resources information to enable the Director to respond to the inquiry. The information requested shall be provided to the CTU in writing within ten (10) days of receipt by the Executive Director of Human Resources of the request. The CTU Director thereafter will respond to the member.

Section 4. Informal Problem Resolution

From time to time, problems relating to the application of this Agreement and/or the Administrative Code of the District to an individual employee or employees will arise. Many of these problems are resolved informally, by discussion, in accordance with the "open door" policy followed by the District. A problem which cannot be resolved informally is called a grievance.

Section 5. Grievance Procedure/Timelines

A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective Agreement between the District and the CTU, or which alleges any employee represented by the Union has been discharged or disciplined without just cause, or has been treated unfairly or in a discriminatory manner. Nothing shall preclude the Union or an individual from the right to file an Unfair Labor Practice in accordance with Ohio Revised Code 4117. Grievances shall be resolved in the following manner: Commencement of Grievances — See Section 10 of this Article entitled "Time Limits" at subsection B.

STEP ONE:

A. An aggrieved employee and/or a Union representative shall inform the immediate supervisor of the grievance in writing on a form mutually agreed upon.

B. If an employee expressly requests a discussion with the immediate supervisor concerning the written grievance, such a discussion shall take place within three (3) days after filing the grievance, unless the time is mutually extended. The discussion with the immediate supervisor shall be held with one of the following:

1. An employee accompanied by a CTU representative;
2. Through a CTU representative if the employee so requests;
3. An employee on his/her behalf; or
4. A CTU representative in the name of the Union where general established policy is violated.

C. Within three (3) days after the grievance is filed or the discussion meeting is concluded, whichever is later, the immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who lodged the grievance and one (1) copy to the CTU representative. Each Step One answer shall clearly identify that answer as a "Step One Answer."

STEP TWO:

If the matter is not adjusted satisfactorily at Step One, then a written appeal shall be filed by the Union for the Grievant at the Office of the Executive Director of Human Resources described in Article 2, Section 8B within twenty (20) days of the date the First Step decision is received and acknowledged by the Grievant. To acknowledge, means that the employee shall be presented with a copy of the answer and shall initial and date that copy or, that copy of the answer shall be mailed, certified mail, return receipt requested, to the employee's address of record on file with Human Resources. Step Two appeal shall be discussed at the weekly meeting held with the Executive Director of Human Resources who will involve the appropriate level of management to respond to the grievance. Upon request of either party, all persons who participated in Step One or necessary persons shall have a reasonable opportunity to be heard. Notification of at least three (3) days shall be given to all concerned. Within twenty (20) days after the meeting, the Executive Director of Human Resources shall present a written answer in regard to the grievance to the Union. Each Step Two answer shall clearly identify that answer as a "Step Two Answer."

STEP THREE:

If the grievance is sustained at Step One or Step Two, but the agreed upon remedy is not implemented in a timely fashion, or if the grievance is not answered following the Step Two appeal within the time frame set forth herein, or if a grievance is filed which impacts on at least five (5) bargaining unit members, the Union may file an appeal of the Step Two answer with the CEO, or may proceed directly to Step Four. When such appeals are filed with the CEO, he/she or his/her designee shall hold a meeting with the Union within twenty (20) days of receipt of the appeal to hear

the grievance. Within twenty (20) days of the Step Three meeting, a written response to the grievance shall be sent to the Union and to the grievant.

STEP FOUR:

A. **Regular Arbitration.** If the answer to the grievance is not satisfactory, the CTU shall have the right within seventy-five (75) days to submit the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, or any other mutually agreed upon agency or individual, by informing the District and the American Arbitration Association that the matter is to be arbitrated. A single Arbitrator shall be chosen by the parties. The fees and expenses of the Arbitrator and the cost of the arbitration will be borne equally by the District and the Union. The Parties will split the transcript costs when there is a common agreement on the need for a transcript. Two (2) representatives of the Union, and all necessary witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during working hours. The Arbitrator shall render a written decision and the reasons therefore resolving the controversy and ordering all appropriate relief. The decision and award of the Arbitrator shall be final and binding upon the District, the Union and the employees affected. The Arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement, which is contrary to law. The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.

B. **Mediation.** The CTU and the District, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. If both sides agree, a single mediator shall be chosen by the parties, provided, both the Union and the District may designate up to two (2) grievances each per school year for submission to the mediation process. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the American Arbitration Association, or any other mutually agreed upon agency or individual. Two (2) representatives of the CTU, and all necessary witnesses, shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during working hours.

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. The mediation conference

with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.

2. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify the American Arbitration Association or any other mutually agreed upon agency or individual, and mutually agreeable arrangements shall be made for the conference.
3. The mediation proceedings shall be informal in nature. The goal will be to mediate up to three (3) grievances per day.
4. Each party shall have one (1) principal spokesperson who will have the authority to agree upon a remedy of the grievance at the mediation conference.
5. One (1) grievant will have the right to be present for each grievance.
6. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.
7. The mediator may meet separately with the parties during the mediation conference, but he/she will not have the authority to compel the resolution of a grievance.
8. Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.
9. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion involving the interpretation or application of the Collective Bargaining Agreement, together with the reasons for his/her decision, unless both parties agree that no opinion shall be provided.
10. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
11. If no settlement is reached as a result of the mediation conference, the grievance may be

scheduled for arbitration in accordance with the Agreement between the Union and the District.

12. In the event a grievance which has been mediated subsequently is arbitrated, no person serving as mediator between parties may serve as arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.
13. By agreeing to schedule a mediation conference, the District does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
14. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

C. **Expedited Arbitration.** The Union has the right to demand expedited arbitration for any non-class action issue which it deems necessary because the time frame is so short that the normal arbitration procedure would be untimely. Upon such declaration, the Union and the District will make immediate (within twenty-four [24] hours) arrangements with the American Arbitration Association for the expedited arbitration procedure and such procedure shall begin as soon as the American Arbitration Association, or any other mutually agreed upon agency or individual, can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Class action grievances may be expedited by mutual agreement between the Union and the District. A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

D. **Arbitration Tribunal.** Both the Union and the District may designate up to two (2) grievances each per school year for submission to an arbitration tribunal. Upon written mutual agreement of the Union and the District, additional grievances may be submitted to an arbitration tribunal. An individual or a panel of individuals not to exceed three (3) in number, has the authority to render judgment about a grievance. Any person or panel so agreed upon can be given the authority to render a decision as binding as that of binding arbitration. The conditions of the presentation shall be mutually agreed to by the Union

and the District, and it shall be done within the same time frames as expedited binding arbitration, as prescribed in this Agreement. If there is a panel, it is necessary that two (2) of the three (3) individuals comprising the panel come to agreement on the disposition of the grievance. The Union and the District agree this step is a form of binding arbitration and the final step of the grievance procedure if it is chosen.

Section 6. Grievance Appeal

Grievances that contest the suspension or termination of a bargaining unit member shall be filed with the Executive Director of Human Resources within the time limits set forth in Section 10, after which the Union may proceed directly to Step Four of the grievance procedure.

Section 7. Representation During the Grievance Procedure

No aggrieved employee at any stage of the grievance procedure will be required to meet with any administrator without Union representation. This does not interfere with the employee's right to meet voluntarily with the administration.

Section 8. Involvement of Other Authority

If a grievance arises from the action of an authority higher than the immediate supervisor of a school, the Union may present such grievance at the appropriate step of the grievance procedure.

Section 9. Transfer Cases

Where the Principal has designated a teacher to be transferred, he/she shall attach a written explanation as to why the particular teacher was so designated. In transfer cases, the grievance shall be filed as a Step Two grievance.

Section 10. Time Limits/Commencement of Grievances

A. Time limits specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practical. If the District fails to comply with any time limit herein, the District will pay the cost of filing the grievance with the American Arbitration Association or similar organization.

B. Commencement of Grievances A grievance must be commenced at Step One no later than sixty (60) days

from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered.

Section 11. Grievance Forms

Forms for the grievance procedure will be developed jointly by the CTU and the Executive Director of Human Resources.

Section 12. Timely Payment

In any grievance which has been sustained through the grievance process, and which calls for an employee to receive a monetary payment, interest on that amount shall be paid from the thirty-first (31st) day that a settlement is approved by both parties or an award is received from an arbitrator, or the grievance is sustained at a pre-arbitration level. The rate of interest shall be five percent (5%) from the time period appropriate to the settlement.

Section 13. Intervention Team

The District agrees to establish, on a pilot basis and under the auspices of the Labor Management Council, an Intervention Team to facilitate the resolution of problems at the school level between CTU bargaining unit members and school administration.

The Intervention Team shall be comprised of three (3) Principals, three (3) CTU bargaining unit members, and shall be chaired by a mutually agreed upon neutral third party. Intervention Team members shall be appointed by the Labor Management Council (LMC).

The purpose of the Intervention Team will be to work directly with the staff and administration at buildings identified by the LMC to improve working relationships and enhance the educational environment at the school. Intervention Team members will receive training in conflict resolution, group problem solving, and other techniques relevant to the Team's mission and purpose as determined by the LMC.

The Intervention Team will report its findings and recommendations to the LMC concerning each school to which it is assigned and shall otherwise keep the LMC apprised of its activities under procedures to be developed by the LMC.

The LMC shall approve or modify the Intervention Team's findings and recommendations and shall submit a report as approved or modified with recommendations to the CEO, the appropriate Regional Superintendent, and the CTU President.

ARTICLE 7
EMPLOYEES: COMPLAINTS AND FILES

Section 1. Complaints About Employees

A. In the event that a Regional Superintendent receives a letter from a Principal or Supervisor derogatory to an employee, the following steps will be taken:

1. The employee will be given a copy of the letter;
2. The employee will be allowed to respond in writing;
3. Any complaints may be investigated as to their validity or relevance;
4. Any unsubstantiated complaint will not be placed in the employee's personnel file.

B. In the event that an Regional Superintendent receives a letter or complaint from a parent derogatory to an employee, he/she will be notified immediately and, if it is necessary, be afforded the same opportunity to reply as in A(2) above.

C. In the event a complaint or charge about job performance is made by a person or persons not employed by the District against any employee represented in this Agreement, the employee concerned shall be promptly notified and afforded due process.

Section 2. Employee Files

The official employee's file shall be maintained at the offices of Human Resources. The official employee's file and any other file maintained in whole or in part concerning a employee shall be maintained under the following procedure:

A. No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has the opportunity to read and discuss the material with the author. The employee shall be provided with a copy of the material within five (5) working days *(excluding days employee or Principal/ Administrator is absent) of the receipt of the material by the Principal/Administrator in question. After being provided a copy of the material, the employee shall be given the opportunity to discuss the material, as soon as possible after the receipt of the material by the administrator but not later than five (5) working days* (excluding days employee or Principal/Administrator is absent) after such receipt. All such materials authored by supervisory personnel shall be signed and dated. These time restrictions may be extended where circumstances warrant. The employee shall acknowledge that such

material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its content. If the employee refuses to sign the actual copy to be filed, it shall be noted on that copy by the supervisor involved who shall also procure the signature of one witness. The signature of the witness shall constitute acknowledgment for the purposes of this paragraph. Any such material placed in the employee files, after the date of this Agreement, without the acknowledgment of the employee, cannot be used against the employee in any proceedings, and is to be removed from the file.

* Where a supervisor is not normally stationed at the building where the employee is assigned, or where an employee is not normally stationed at the building where the supervisor is assigned the material shall be provided to the employee within ten (10) working days of receipt and an opportunity to discuss the material will be scheduled no later than ten (10) working days after the employee is provided a copy, without reference to the absence of the employee or supervisor.

B. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Personnel files shall not contain any unsubstantiated or false information. The burden of proof shall fall on the employee. Information found to be false or unsubstantiated shall be removed from said file. Derogatory material not related to incidents substantiated at the level of Regional Superintendent or central administration shall be deleted after five (5) years of no reported derogatory incidents being placed in the file.

C. When a employee refuses to sign material derogatory to the employee's conduct, service or character, including the "Principal's Composite Evaluation," the employee may write, "I disagree," and then sign the material. Should the employee still refuse to sign the material, a third party may be brought in to witness and sign the material indicating that the employee has seen and had the opportunity to discuss it.

D. Permission to examine the official file shall be given upon appropriate request by the employee.

E. Letters from creditors shall be forwarded to the person in question with a standard form asking that the person contact the creditor to clarify the problem. No record of such correspondence shall be maintained. Requests from financial institutions for information on personnel covered

by this Agreement will only be honored in the following areas: a) confirmation of employment; b) salary; (c) years of service with the District; d) other items only available from the District.

ARTICLE 8
CERTIFICATION/LICENSURE REQUIREMENTS, TEACHER EVALUATION AND PROCEDURE FOR NON-REAPPOINTMENT OF TEACHERS

Section 1. Certification/Licensure Requirements

A. If any changes in certification/licensure requirements for any position are to be implemented, the District shall notify the Union of the reasons such changes are necessary and shall also notify employees in advance before such changes are implemented.

B. For certification/licensure, professional development shall be by state standards only. However, and notwithstanding any other provision of this Agreement, reasonable additional mandatory professional development, payable at the in-service rate, may be required for teachers who have received a "substandard" year-end Principal's Composite Evaluation. A professional improvement plan will be mutually designed between the individual and the Principal and any resulting professional development shall be paid at the in-service rate.

C. The District will monitor individual certification/ licensure requirements, send timely notice to individuals specifying what they must do to renew their certificates/ licenses and provide reasonable and courteous assistance to individuals doing so.

D. Certification/licensure applications shall be processed on at least a monthly basis.

Section 2. Teacher Evaluation Policy and Procedure

A. The purpose of evaluation is to improve and/or recognize effective instruction.

1. Teachers on limited contract may be evaluated no more than once per semester, except as stipulated below.
2. Teachers on continuing contract may be evaluated no more than once per year, except as stipulated below.

If the evaluation is unsatisfactory, the teacher may be subject to further visits and evaluations. Any teacher may request additional evaluations at any time and the appropriate administrator shall comply within ten (10) working days.

B. The "Principal's Composite Evaluation" form shall be signed by the teacher indicating that a conference was held; the teacher has seen but not necessarily agreed with the evaluation; and that a copy of the form has been given to the teacher. This assessment instrument may be replaced during the term of this Agreement by a revised assessment instrument developed by written mutual agreement of the CTU and the District. Recommendations may be made by a committee comprised of five (5) District administrators and five (5) individuals selected by the CTU.

C. When a teacher is visited by a Principal or District personnel who are allowed to evaluate under House Bill 330 or who hold current teacher supervisory certification/ licensure from a state other than Ohio, and who are working toward supervisory certification/licensure in Ohio, and who are designated by the Chief Academic Officer for the purpose of evaluation, an "Individual Visit Evaluation" form shall be completed, and a copy provided to the teacher and school Principal.

D. Department Heads and Supervisors/Curriculum Specialists will be assistance and support resource people for Principals or teachers but will not engage in the formal process of evaluating teaching personnel. Such personnel will provide assistance and support including, but not limited to, observation, demonstration lessons and feedback. This paragraph does not apply to administrators who are certified and/or employed to supervise school psychologists, nurses, or adult education teachers.

E. No other forms for evaluations shall be used.

F. A pre-evaluation conference will be held before formal evaluation at least two (2) working days prior to evaluation. Post-evaluation conferences will be held within ten (10) working days after the evaluation and with at least two (2) working day's notice. Composite evaluation conferences shall be scheduled with at least two (2) days' notice and shall not, unless unusual conditions exist, take place on the last day of the school year *(Appendix M)*.

G. No evaluation or conference will be scheduled on the last day of the semester unless unusual conditions exist. The evaluation conference schedule shall be provided to teachers at least two (2) weeks before the end of the school year.

Section 3. Procedure for Non-Reappointment of Teachers

To supersede statutory requirements regarding the evaluation of non-reappointment of teachers on limited contracts, the following procedures will prevail:

A. Principals and/or Supervisors shall have a

conference with the teacher indicating improvable areas following any evaluation; at least one formal evaluation using the approved form must be conducted in each of the following periods in a school year: (1) the month of October; (2) the month of November and, (3) the month of February through the first two weeks of March. If a teacher is not present at work on the date and time of a scheduled pre-evaluation conference, formal evaluation, or post-evaluation conference, the time lines set forth in this article will be extended accordingly. If a teacher is not present at work for two (2) scheduled pre-evaluation conferences, formal evaluations, or post-evaluation conferences during a school year, the missed conference or evaluation shall be deemed waived.

B. Written reviews of the conferences are to be given to the teacher shortly after the conferences have taken place.

C. Upon final recommendation by the Principal/ Administrator, that teacher will be given notice of recommendation of non-reappointment. A hearing shall be held by the designated Regional Superintendent with the teacher, CTU representative, Principal/Administrator.

D. If a recommendation is made by the Regional Superintendent that the teacher should not be reappointed, it will be transmitted to the CEO with a copy to the teacher.

E. The Union shall have the right to appeal to the CEO in cases of disagreement with the recommendation of the Regional Superintendent. The CEO may choose to refer the appeal to his/her designee.

F. The CMSD Board of Education has final authority regarding all non-reappointments per statutory time lines.

Section 4. Local Professional Development Committee

For meetings of the Local Professional Development Committee (LPDC) held outside the regular school day, bargaining unit members shall be compensated at the Professional Development (In-Service Instructor) rate.

Section 5. Mentoring

With the agreement of the CEO and the CTU President, implementation of this section will be phased in beginning as early as possible in the 2000-01 school year.

A. Teachers, active or retired, will be selected by the Principal and UCC with written mutual agreement to work with their new colleagues in a mentoring capacity during the course of the school year.

B. Those teachers will be provided with an opportunity to take part in the new teacher orientation as set out in

Article 2, Section 6 (B) of the Agreement. Mentor teachers who agree to attend the two days of new teacher orientation conducted in the assigned building shall be paid at the Professional Development (In-Service Instructor) rate for their hours of attendance.

C. The District shall offer thirty (30) hours of programs for teachers new to the District over the course of the school year, to be scheduled by the Regional Superintendent. Twenty (20) hours of these programs (half Educational Research and Dissemination Programs [ER&D]), half District scheduled) shall be mandatory. The remaining ten (10) hours shall be voluntary. Those teachers who serve as mentors shall be involved in sessions as well. These sessions shall be devoted to small group meetings to review how the year is going to that point and to discuss common problems and to look for common solutions. One-half of the programs shall be used to implement the ER&D Programs. Attendance at the ER&D Programs is encouraged but voluntary for mentor teachers. The rest of the sessions are mandatory. The CTU will develop and implement this portion of these programs. Mentor teachers and ER&D trainers shall be paid at the Professional Development (In-Service Instructor) rate and the mentee teachers shall be paid at the Professional Development (In-Service) rate for each hour of such attendance. Bargaining unit members serving as mentors shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation.

D. New teachers will be released two (2) days during their first semester in the District and one (1) day during their second semester in the District. These released days will be used to observe and collaborate with experienced teachers. If the Principal determines that released time is necessary for the mentoring teachers as part of their mentoring efforts, such released time may be granted. Teachers new to the District may be assigned extra time to observe and collaborate with experienced teachers with class coverage provided.

Section 6. Peer Assistance and Review Program

Beginning in the 2007/08 school year, the CTU and CMSD agree to establish, as a component of the Teacher Incentive Fund Grant (TIF), a Peer Assistance and Review program. (Appendix P.) The focus of this program will be to promote and encourage excellence in the teaching profession. The overall goal of the program is to improve teacher effectiveness and to insure the educational success of students in the district by providing a fair and impartial intervention and assistance procedure.

ARTICLE 9
SCHOOL SCHEDULES, MEETINGS & CALENDAR

Section 1. School Calendar

The school calendar shall be established annually by mutual agreement of the CTU and the District. Such agreement shall be reached by April 1st of the preceding year. If the calendar must be changed after April 1st, it shall be changed by mutual agreement. Two 3-hour parent/teacher conference sessions for all bargaining unit members will be held after school hours immediately following the close of the first and second marking periods, with written mutual agreement between the Principal and the UCC on which day and time this will take place. This time is in lieu of the workday the Wednesday before Thanksgiving.

Section 2. Professional Development/Longer Year

Effective in the 2007/08 school year, there are three voluntary professional development days for all bargaining unit members except day to day substitutes. The first day will be contiguous with the first day of the school year and the remaining two voluntary professional development days will be scheduled by individual school buildings as determined by written mutual agreement, between the Principal and the UCC. As an example, these days may be scheduled on Saturdays, evenings or during the summer in accordance with Article 9, Section 6A (3). These three voluntary professional days shall be paid at the participants' daily rate. Effective in the 2007/08 school year, the voluntary professional development covered in this section must be directly related to the five following topics: reading, writing, mathematics, alternate assessment, and managing anti-social behavior. These focused topics may be changed, based on agreement of the CTU and CMSD, in subsequent school years. The district may offer a three (3) week extended contract once every four (4) years for certificated personnel.

Section 3. School Start Times

Beginning with the 2007/08 school year, K-8 bargaining unit members* will report to school ten minutes prior to the start of the instructional day unless modified in this Collective Bargaining Agreement or by future joint agreement of CMSD and CTU. Beginning with the 2007/08 school year, all K-8 and secondary school teachers have a 400 minute work day that follows one of the following two formats: (See Appendix J)

- 7:50 A.M.-Reporting Time; 8:00 A.M. through 2:30 P.M.- Instructional Day (secondary schools and early

start K-8/elementary schools)

- 9:20 A.M.-Reporting Time; 9:30 A.M. through 4:00 P.M.-Instructional Day (late start K-8/elementary schools)
  - * The ten minute report time does not include the following bargaining unit members as their work day is 7 hours and 45 minutes: paraprofessionals, sign language/educational interpreters, occupational therapy assistants, physical therapy assistants.

Section 4. Lunch Periods/Travel Time

Each teacher is to have a duty-free, uninterrupted lunch period of a minimum of forty (40) minutes. Effective with the 2001-02 school year, the forty (40) minute lunch period for teachers shall be scheduled during the regularly scheduled student lunch periods of the regular day, unless with written consent by the affected teacher. No one teacher or teachers will exceed the lunch time allocated for the majority of the faculty. Teachers assigned to more than one building in a school day shall not have to travel during their lunch period nor during their unassigned periods.

Section 5. Standardized School Day

A. A policy statement will be issued concerning the current practices of schedules for elementary/K-8, middle and senior high/special schools. There will be an annual review in May by the CEO or designee and a CTU committee to discuss the structure of the school day and implementation of schedules in elementary, K-8, middle and senior high/special schools.

B. In order to comply with the accreditation requirements of North Central Accrediting Association, effective September, 1983, the instructional day shall be appropriately lengthened (in accordance with the schedule previously submitted by the District) and the ninth common planning period shall be eliminated (which means that teachers are no longer regularly required to remain in the building after the completion of the eighth period).

C. Beginning with the 2007/08 school year, the schedule of the instructional day as defined by CMSD and CTU in Appendix K will be modified traditional with block throughout all district schools that have one or more of the following grades 9, 10, 11, and 12.

D. All special subject area periods in elementary schools shall be standardized at forty (40) minutes. Special subjects are: art, library, music, and physical education.

E. Teachers required to work at two or more buildings in one day shall adhere to the schedule of the first building for the rest of the work day.

F. On professional days, schools shall have the option

of deciding on a starting time other than the one set to accommodate the busing of children.

G. The CTU will be notified prior to any changes in the schedule and will be appraised regularly as to the progress made in solving the problem.

Section 6. Meetings/Events/Conferences on School Days

A. Mandatory Meetings.

Mandatory meetings shall be limited to the following:

1. Faculty meeting schedules shall be identified during the first week of school. These meetings shall be a one (1) hour faculty meeting per month, before or after the school day. The Union shall have input as to the agenda of that meeting. The last ten (10) minutes of the meeting shall be devoted to Union business. Faculty meetings may be canceled with mutual agreement of the CTU Chapter Chairperson and the Principal.
2. District-sponsored open house efforts.
3. Professional day in-service developed in the following manner:
    a. Development of needs assessment instrument
    b. Implement needs assessment
    c. Aggregate data
    d Data feedback
    e. General staff consensus on:
        1. Issues
        2. Structure
        3. Format
        4. Approach
4. Beginning with the 2007/08 school year, the first mandatory professional development day's topic and agenda will be determined by the district CEO and the CTU President or their designees. For the 2007/08 school year the topic will be managing anti-social behavior/classroom management. The district and union will explore and select the district-wide 2007/08 instructional strategy from possible best practices, including but not limited to, the AFT ER&D.
5. The district will continue the current practice of providing Child Development and preschool Special Education teachers with professional development jointly developed by CTU and CMSD one day per month. The district will continue the current practice of providing Kindergarten teachers with professional

development jointly developed by CTU and CMSD three times a year.

6. All other meetings, inclusive of parent-teacher conferences and/or staff development initiatives, shall be voluntary and developed with general staff consensus under the mutual guidance of the CTU Building Chairperson and UCC and the Principal using the Building Governance Structure. For department-level or grade-level meetings, the same format shall be followed as for "other meetings" with department heads guiding the consensus related to time, place, format, content, etc., and department staff being the "general staff."

B. Events Beyond Normal School Day. Teachers, as part of a regular assignment, shall not be required to attend more than one out-of-school open house or other out-of-school event per semester. The out-of-school open house or other out-of-school event will be scheduled as one of the parent conference days as provided by state law and schools will be dismissed one-half (1/2) day for students and teachers in accordance with that regulation. All other out-of-school events shall be voluntary.

C. Meetings with Administrators Beyond the School Day. No employee shall be required to attend meetings for the purpose of reprimand or non-reappointment beyond the regular working hours. This provision shall not apply to any District meetings.

Section 7. Notification of School Emergency Closing

Any decision to close the schools shall be made by the administration and communicated as soon as possible through the public news media. Bargaining unit members shall not be required to be present at school and shall suffer no loss of pay as the result of a school emergency closing. Principals shall be notified directly of any emergency closing and will establish suitable procedures for the notification of staff.

ARTICLE 10
SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS

Section 1. Class Size and Organization

A. SECTION 1. A. APPLIES TO ELEMENTARY (K-5) BUILDINGS.

1. **Grades K-3.** In order to assist in achieving the CMSD/CTU joint goal of eliminating the "gap" in academic achievement as measured

by average levels of achievement in CMSD and the State of Ohio, the class size limit in grades K-3 shall be twenty (20) to one (1). (See Appendix O). If a teacher's class exceeds this limit, another teacher will be assigned to the grade. If the CTU believes the District has not made a good faith effort to assign an additional teacher, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.

2. **Grades 4-5.** The class size limit in elementary schools for grades 4-5 shall be twenty-five (25), except by expressed written consent of the affected teacher(s). The local school UCC and the Principal shall determine the school organizational structure and attempt to reach the limits of 25. If the administration in a building cannot meet that limit in one or more classrooms, the Principal shall submit the data to the appropriate Regional Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limit of 25, one or more of the following options will be utilized:
   a. Reassignment of students;
   b. Add an additional classroom teacher;
   c. Pay the affected teacher $5.00 per day for each student above 25.
3. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. All such compensation shall be paid by separate check following the completion of the school year but no later than July 15 of each year.
4. Class size for Elementary Special Subject teachers (ESP) shall be 196 students per day maximum. If a special subject teacher is

assigned students above this 196 limit (or a proportionately adjusted limit for teachers with fewer than seven assigned periods in elementary schools) one or more of the following options will be utilized:

a. Reassignment of students or teachers;
b. Add an additional class assignment at a one-seventh (1/7) pay differential for elementary teachers;
c. Add a teacher with the appropriate certification/licensure;
d. Pay the affected teacher $1.00 per student per day for each student above the 1:196.

B. SECTION 1. B. APPLIES TO K-8 BUILDINGS.

1. **Grades K-3** In order to assist in achieving the CMSD/CTU joint goal of eliminating the "gap" in academic achievement as measured by average levels of achievement in CMSD and the State of Ohio, the class size limit in grades K-3 shall be twenty (20) to one (1). (See Appendix O). If a teacher's class exceeds this limit, another teacher will be assigned to the grade. If the CTU believes the District has not made a good faith effort to assign an additional teacher, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.
2. **Grades 4-8.** The class size in grades 4-5 in K-8 schools shall be twenty-five (25). The class size in grades 6 through 8 in K-8 schools shall be a maximum of 170 students per day (or a proportionately adjusted limit for teachers with fewer than six assigned teaching periods per day). If the administration in a building cannot meet that limit in one or more classrooms, the Principal shall submit the data to the appropriate Regional Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limit

of 25 or 170, whichever is appropriate, one or more of the following options will be utilized:

a. Reassignment of students or teachers;
b. Add an additional classroom teacher ;
c. Pay the affected teacher $5.00 per student per day for each student above 25 in a self-contained classroom in grades 4-8 (the appropriate Regional Assistant Superintendent must pre-approve a self-contained classroom in grades 6-8), or $1.00 per student for each student above the 1:170 limit in departmentalized classrooms in grades 6-8. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. All such compensation shall be paid by separate check following the completion of the school year, but no later than July 15 of each year.
d. Class size for K-8 ESP teachers shall be at a rate of 170 students maximum per day, except for Physical Education, which shall be at the 196 per day maximum. If a special subject teacher is assigned students above this 170 or 196 limit, one or more of the following options will be utilized:
    1. Reassignment of students or teachers;
    2. Add an additional class assignment at a one-sixth (1/6) pay differential;
    3. Add a teacher with the appropriate certification/licensure;
    4. Pay the affected teacher $1.00 per student per day for each student above the 1:170 or 1:196 limit, whichever is appropriate.

C. The class size for regular secondary classroom teachers (excluding grades 6-8 in K-8 schools) shall be 1:150 District-wide average, and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized:

1. Reassignment of students or teachers;
2. Add an additional class assignment at a one-

sixth (1/6) pay differential;

3. Add a teacher with the appropriate certification/ licensure;
4. Pay the affected teacher $1.00 per student per day for each student above the 1:170 limit;
5. Class size for Secondary Special Subject Teachers shall be:
    a. Art = 170 students per day maximum;
    b. Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
    c. Physical Education = 196 students per day maximum.

D. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) as of the day after interim progress reports are filed or the last Friday of each marking period respectively (eight times total), with said compensation retroactive to the appropriate half of the marking period. All such compensation shall be paid by separate check following the completion of the school year, but no later than July 15 of each year. All disputes regarding oversized class compensation (both regular and special education classes for all levels) for the previous school year shall be arbitrated as an expedited class action on or about August 1 of each year.

E. The District shall maintain teacher-pupil ratios as mandated by the State Department of Education.

F. Middle Schools/Middle Grades. (This section shall exclude middle grades in K-8 buildings.)

1. Beginning with the 2001-2002 school year, the operational definition of middle schools/ middle grades for purposes of this Agreement shall include facilities which house grades six (6) and/or seven (7), and/or eight (8). Teachers are to be organized into interdisciplinary core teams, meet regularly in a common planning period during the school day, and instruct a common group of students. All student and teacher scheduling, professional development, and curriculum shall be developed to reflect this definition of middle schools/middle grades.
2. All middle schools/middle grades shall be staffed to include:
    a. A maximum of 19:1 staffing ratio to provide common planning period;
    b. All teachers, excluding ESP/Exploratory teachers in K-8 schools, shall have five (5)

assignments or an equivalent thereof (i.e., block scheduling) and a common planning period;

c. An adequate number of Exploratory teachers which includes the middle schools/middle grades building enrollment of regular and special education students;

d. One permanent building substitute at all middle schools.

3. Effective with the 2001-02 school year, the class size for regular middle school/middle grade teachers shall be 1:150 District-wide average and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized:

   a. Reassignment of students or teachers;

   b. Add an additional class assignment at a one-sixth (1/6) pay differential;

   c. Add a teacher with the appropriate certification/licensure;

   d. Pay the affected teacher $1.00 per student per day for each student above the 1:170 limit.

   e. Class size for middle schools/middle grades special subject teachers shall be:

      - Art = 170 students per day maximum;
      - Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
      - Physical Education = 196 students per day maximum.

4. Voluntary Professional Development for Teachers New to Middle Schools/Middle Grades. Beginning with the 2001-2002 school year, any teacher new to middle school/middle grades shall have an additional twelve (12) hours of voluntary professional development in the year they transition at the Professional Development (In-Service) rate. Bargaining unit members attending voluntary professional development activities shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation. (The Joint Middle School Transition Committee will develop and implement the professional

development.) Middle grade teachers new to implementing the middle school concept or new to middle school are encouraged to participate in the professional development described above during their first year of teaching middle grades.

5. All subjects taken by middle school/middle grades students shall count in the grade point average for promotion.

G. The Principal of each school shall, when organization takes place, hold at least one faculty meeting to explain the faculty staffing procedure, including pupil-teacher ratio and class size.

H. The Principal and the UCC shall meet prior to, and during, each semester to establish equitable class sizes, (including health classes in secondary schools) based upon staff availability in the school. Teacher assignments, including subjects or grades assigned to teach, non-teaching duties, unassigned duties and room assignments are to be part of the discussion in the establishment of the master schedule of the school. Teachers shall have the responsibility of reporting any inequities in class size or teacher assignments to the UCC which will attempt to resolve them within the building. If it cannot be resolved within the building, the UCC may pursue the problem through the grievance procedure.

I. Elementary Teacher Work Day in non K-8 buildings.

1. Effective at the start of the 2001-2002 school year, the teacher day at the elementary school level will be 390 minutes. This time will include the following:
   a. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.
   b. Teacher Student Contact Time. In addition to the Literacy Block and Instructional Time, each school will schedule twenty (20) minutes of "Teacher Student Contact Time." This time will be time during which teachers and students prepare for, open and/or close the instructional day. Teacher Student Contact Time may be allocated on a

daily, weekly or monthly basis. All teachers, excluding nurses, social workers, speech language pathologists, guidance counselors and psychologists, will be scheduled for Teacher Student Contact Time.

c. Literacy Block. At least eighty (80) minutes of each school day will be dedicated as literacy block(s).

d. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.

e. Planning Period. Teachers will continue to have at least an average of forty (40) minutes per day or its weekly equivalent as planning/ unassigned time as defined by Article 10.

f. Instructional Time. In addition to Teacher Student Contact Time and Literacy Block(s), at least 200 minutes of the school day will be dedicated to direct classroom instruction.

2. Scheduling. Each school will schedule the teacher day pursuant to Article 10, Section 1(G) and (H). The schedule must be aligned with the school's approved Academic Achievement Plan. Schools may schedule the Teacher Student Contact Time in a manner which best addresses the school's needs and priorities as identified in the AAP.

J. Where possible, in elementary and K-8 buildings, split-grade elementary classes shall be eliminated. If a teacher has a split-grade class, priority shall be given to assigning that teacher a single-grade class the following year. Initial emphasis should be placed on eliminating all split-grade primary classes. Split classes shall not be given to teachers who are in their first 180 working days of teaching unless the school's organizational structure is based on multi-grade/age grouping.

K. Elementary science teachers may spend a majority of their classroom instruction time in teaching science by the voluntary trading of classes which will be organized by written mutual agreement between the Principal and the UCC.

L. Every effort shall be made to reduce physical education classes to an equitable size in the school.

M. When any elementary class is scheduled for art twice a week, it may be scheduled for two consecutive periods with the concurrence of the Principal, UCC and the teachers involved.

N. Building Substitutes at Elementary Buildings. Effective with the 2001-02 school year, elementary building substitutes will be placed at elementary buildings, with the number of substitutes determined as follows:

Enrollment up to 300 . . . . . 1 Building Sub
Enrollment 301-600 . . . . . 2 Building Subs
Enrollment 600+ . . . . . .3 Building Subs

O. K-8 Schools.

1. A K-8 school is a school that contains grades K-8 or is transitioning from K- 6 or K-7 structure to a K-8 school.
2. K-8 schools for the purpose of this Collective Bargaining Agreement are separate entities from the elementary, middle/middle grades, secondary and/or high schools. The governing regulations for K-8 schools are contained in Article 10, Section P.

P . K-8 Teacher Day

1. Effective beginning the 2007/08 school year, the teacher day at the K-8 school will be 400 minutes. This time will include the following:
   a. Teacher Report Time. Beginning with the 2007/08 school year, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical therapy assistants and physical assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.
   b. Teacher Student Contact/Assigned Time. All teachers will have a maximum of 300 minutes of teacher student contact/ instructional time. This time includes one (1) homeroom daily not to exceed fifteen (15) minutes and passing time in grades 6-8. The 300 instructional/assigned minutes includes six (6) FIFTY (50) minute periods including a defined passing time as defined through a written mutual agreement by the Principal and UCC. Included in the 300 minutes is a literacy block of no less duration than 100 minutes. This time includes one FIFTY (50) minute Team time per week, for all teachers, including ESP teachers, in the building. This Team time may be used for teacher/parent

conferences, IEP conferences, Intervention-Based Assessment Team Meetings or other classroom related activities other than instruction**.** The Principal and UCC will develop guidelines for the use of this time through a written mutual agreement. Subject Area Specialists (SAS), Special Education Liaison (SEL), and ESP Liaison (ESPL) will be responsible for book and equipment inventory and other duties as defined in Article 23, Section 23. SAS, SEL, ESPL and Team Leaders will provide leadership to collectively monitor student progress and achieve school goals, facilitate and coordinate all team activities, and function as the liaison between the administration and team and other school teams**.**

c. Lunch. Every teacher will have a daily forty (40) minute uninterrupted lunch period.

d. Planning Period. All teachers in K-8 buildings will continue to have at least six (6) FIFTY (50) minute per week or its equivalent of planning unassigned time as defined by Article 10.

e. All teachers in K-8 schools will have at least one (1) fifty (50) minute period per week, or its equivalent, of a Team planning period. The use of this time is explained in P(1)(b) above and shall be identified and listed in the school's master schedule.

2. Scheduling: Each school will schedule the teacher day pursuant to Article 10, section 1 (G) and (H).

a. Schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.

b. Teachers in grades 6-7-8 will have no more than three (3) preparations except as provided below. By May 30 of the preceding school year, teachers whose preference is to teach in grades 6-8 must submit in writing to both the Principal and Chapter Chairperson

their willingness to volunteer for more than three preparations in the following school year, if necessary as determined by the UCC. If sufficient volunteers are not available to meet the needs of the grades 6-8 schedules, the Principal and the Chapter Chairperson shall determine the fairest and most appropriate solution other than establishing self-contained classrooms.

c. If drastic changes in the school population require significant changes in scheduling (K-8), such changes shall be completed by October 1.

d. All teachers in K-8 schools will be assigned no more than SIX (6) assignments (including Team time) of 50 minute duration, including passing time per day, or the equivalent (i.e. block scheduling). All school schedules will reflect an eight period day or its block equivalent.

e. K-8 teachers' schedules may be changed on a quarterly basis with permission of the affected teacher.

f. When a K-8 class is scheduled for an ESP class twice a week, it may be scheduled for two consecutive periods with the concurrence of the Principal, UCC and all teachers involved.

g. Special Education classes will follow state guidelines.

h. All students in K-8 buildings shall be scheduled for each of the following: art, music, physical education, and media.

3. All subjects taken by K-8 students shall count for promotion.

4. Team Leaders, Special Education Liaison, ESP Liaison, Subject Area Specialists. Beginning with the 2005-06 school year, each grade, or cluster of grades (ex. Grade 3 and 4 teachers combine to form one Team) with at least three homeroom teachers within a K-8 building shall have the equivalent of a Grade Level Chair or Core Team Leader, hereafter called Team Leaders. In addition, all K-8 buildings will have four Subject Area Specialists (Language Arts, math, science and social studies), one Special Education Liaison and one ESP Liaison for all ESP teachers. No additional released periods

will be provided for these positions. There will be one (1) Department Head for all ESP teachers, hereafter called ESP Liaison, in K-8 Schools. Beginning with the 2006-07 school year in all K-8 schools Subject Area Specialists, one Special Education Liaison and one ESP Liaison will be selected every two (2) years by a process established by written mutual agreement between the UCC and Principal. The selection process for these positions will commence no later than May 1 and be concluded no later than May 15. For all positions made vacant by transfer, promotion, retirement, etc, the position will be posted for one (1) week, and all members eligible to apply shall submit their letter of interest to the Chapter Chairperson and Principal

5. Subject Area Specialists, Special Education Liaison, and ESP Liaison are to report to their schools all day Thursday and Friday of the week preceding the opening of school and will be paid on a prorated basis according to their ensuing year's annual contract salary.

Q. Middle Schools/Middle Grades Teacher Day excluding K-8 Schools.

1. Effective with the start of the 2001-2002 school year, the teacher day at the middle school/ middle grades will be 400 minutes. This time will include the following:
   a. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.
   b. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.
   c. Planning Period. Teachers will continue to have at least forty (40) minutes per day or its equivalent of planning/unassigned time as defined by Article 10.
   d. Instructional Time. Schools will schedule

no more than 290 minutes of Instructional Time. This Instructional Time will include a homeroom period not to exceed fifteen (15) minutes, one passing time, and a forty (40) minute Common Planning/Common Intervention for those teachers who are members of a Core Team.

e. Teacher Student Contact Time. The use of any Teacher Student Contact Time beyond the 290 minutes of Instructional Time shall be determined by mutual written agreement between the Principal and UCC and shall support the goals and objectives of the school's Academic Achievement Plan.

2. Core Team Member Responsibilities. Core Team Members responsibilities will include, but not be limited to, the following:
   a. attend and participate in team meetings and activities;
   b. set and implement team goals based on academic standards and student needs;
   c. develop and implement strategies and activities focused on improving student achievement, i.e., student grouping, continuous parent/family communication, input on budgetary needs, planning interdisciplinary lessons;
   d. provide input on team leader selection;
   e. develop and participate in collaborative team-based professional development activities;
   f. collaborate with team members to provide better motivational activities and/or services for students;
   g. recommend student referrals and interventions to appropriate school programs and/or community agencies; and
   h.. plan and/or provide academic assistance/ individual instruction to students receiving instruction from the Core Team.

R. High School Teacher Day. The teacher day at the high school will be 400 minutes. This time will include the following:

1. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign language/ educational interpreters, occupational therapy assistants and physical therapy assistants will

arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.

2. Instructional/Student Contact Time. Teacher assigned time at the high schools shall not exceed 290 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes.
3. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.
4. Unassigned Time. The balance of the teacher workday is as defined in Article 10, Sections 4 and 5.

S. Homerooms and Advisory Activities in Secondary Schools.

1. All certificated/licensed personnel in a secondary school, except the Principal, Assistant Principal(s), Chapter Chairperson, Assistant Chairperson if over seventy (70) bargaining unit members, Assistant Chairperson as defined in Article 2, Section 3(C)(5), the Athletic Director, and Department Heads, Core Team Leaders, and Special Education Liaisons (effective with the 2001-2002 school year), shall have a homeroom. Homerooms within the building shall be as equal as possible in enrollment. Exceptions may be made for Special Education. The Principal and UCC may exclude other individuals. The UCC members shall not be excluded from homeroom duty unless otherwise qualified under an excluded classification.
2. Effective with the 2001-2002 school year, all certificated/licensed staff who instruct students in grades 6, 7 and 8**,** excluding K-8 Schools**,** shall have an advisory period. The Principal and the UCC shall decide when advisory activities shall take place. Advisory activities shall not take place during the homeroom period. Homeroom periods shall not exceed fifteen (15) minutes, except in emergency situations as defined by the CEO or designee.

T. Instructional Time and Substitute Duties at the Secondary Schools.

1. Assigned time shall be defined as the total of each period's instructional time plus one (1)

interval of passing time per period at the high schools. If a teacher chooses to accept more assigned time on one (1) or more days of the week in exchange for less assigned time on other days, the total assigned time for the week shall not exceed 1,450 minutes, based on six assignments.

2. Effective with the 2001-02 school year, teacher assigned time at the high schools shall not exceed 290 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes. Total assigned time per week shall not exceed 1,450 minutes. Teachers shall not be required to perform substitute duties for absent teachers during the period in which they have instructional duties, except in extreme emergency situations. Mutual agreement is required for a teacher to serve as a substitute teacher.

U. The P.A. The P.A. system may be used once a day or as defined in the guidelines agreed to in a written mutual agreement by the Principal and the UCC at the beginning of each school year.

Section 2. Lesson Plans

A. Lesson plans should be considered as a guideline for effective instruction. Therefore, it is essential that teachers maintain substantive daily lesson plans which will provide a framework for such instruction. Substantive lesson plans include, at a minimum, aims and goals for student learning/ achievement which parallel the District's course of study; daily, weekly and instructional unit objectives correlated to the District's Course of Study, including timelines set by the District, and assessment tools. Teachers are not required to recopy or otherwise duplicate information contained in the Course of Study or timelines into their lesson plans. Teachers shall be evaluated on the basis of the effectiveness of classroom instruction, but repeated failure of any teacher to maintain appropriate substantive lesson plans shall also be considered in overall teacher evaluation.

B. In the interest of assisting new teachers, weekly lesson plans should be submitted to their department head or school administrator. It is important that the lesson plan be considered one of the many tools for effective classroom instruction.

C. An emergency lesson plan must be left with either the appropriate department head or administrator to be available for substitutes to facilitate instruction when the regular teacher is absent. This emergency lesson plan shall

contain the basic information necessary for the substitute to carry on during the teacher's absence.

D. The regularly assigned teacher should not be expected to submit lesson plans when he or she is absent for one week or more due to illness or family emergency. For non-emergency absences, teachers are required to leave lesson plans with the appropriate department head or administrator prior to any absence, unless otherwise approved by the Principal. The regularly assigned teacher, department head and/or administrator should use discretion in the making of arrangements to continue a program of instruction.

E. Duplicate sets of lesson plans are not necessary and need not be prepared.

Section 3. Special Education Assignments

A. All Special Education class assignments shall maintain teacher/pupil ratios in compliance with State mandated standards. The current State standards are as follows:

Disability Category Assigned	Maximum Number to be Served by School Level		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	K-8	9-12	K-8	9-12	
Cognitive Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
Hearing Impaired, Visually Impaired, Orthopedic Impaired, Other Health Impaired	10	10	8	8	48 months
Emotionally Disturbed	12	12	10	10	48 months
Multiple Disabilities	8	8	8	8	60 months
Autistic, Deaf Blind, Traumatic Brain Injury	6	6	6	6	60 months
Cross Categorical*	12	16	12	16	Not specified

**Not Adapted from the Ohio Department of Education*

If these standards are exceeded, the teacher or the CTU will have the right to grieve the situation directly to the CEO. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to expedited arbitration.

If the State of Ohio adopts legislation or regulations which mandate changes in the design of Special Education programs relating to the number of identified students receiving instructional services at any one

time by the teacher, the parties shall reopen good faith negotiations regarding the impact on terms and conditions of employment.

If the administration in a building cannot meet the limits set forth above in one or more classrooms or units, the Principal shall submit the data to the appropriate Regional Superintendent who will attempt to solve the problem by ADM-1 week.

If a teacher is assigned students beyond the limits set forth above, one or more of the following options will be utilized:

1. Reassignment of students;
2. The assignment of an additional special education teacher or substitute to create a new class;

If the administration is still unable to meet the instructional and/or enrollment limits after a good faith effort to implement options 1 and 2 above, the District shall pay the affected teacher at the class-size overage rate contained in Article 10, Section 1 of this Agreement. Compensation for each marking period of the school year shall be computed in accordance with Article 10, Section 1(D).

If the CTU believes the District has not made a good faith effort to implement options 1 and 2 above at any time, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to the expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.

B. Within budgetary constraints paraprofessionals shall be assigned to assist Special Education classes as determined by the Special Education Division in accordance with students' Individual Educational Plans (IEPs).

C. Children who are determined to be eligible for Special Education services under applicable law and Ohio Standards for Special Education and Ohio Model Policies and Procedures for the Education of Children with Disabilities shall be mainstreamed into regular education classes in accordance with their IEP. These students shall be scheduled in such a manner as to preclude more than twenty-five percent (25%) of their class being assigned to a given regular class during any single instructional period as defined in the remainder of this paragraph. For

the purpose of mainstreaming in grades K-8, the regular education teacher shall not be required to accept more than 3 special education students during one instructional period with his/her regularly scheduled class unless he/she volunteers to do so. For the purpose of mainstreaming in grades 9-12, the regular education teacher shall not be required to accept more than 4 special education students during one instructional period with his/her regularly scheduled class unless he/she volunteers to do so. The regular education teacher shall have the opportunity to participate in the development of the Special Education student's IEP and shall have access to all information pertaining to the student's present level of educational functioning.

If a receiving teacher finds that a child with a disability is unable to function adequately in a regular setting, he/she may request a re-evaluation of the IEP.

D. In compliance with federal laws, assistance will be given by the administration to classroom teachers in developing IEPs for students with disabilities being educated within the regular classroom.

The school district will continue the current practice of providing for one day one substitute teacher for every two K-12 special education teachers who are the primary persons responsible for coordinating the development of IEPs on their caseload.

E. In-service courses shall continue to be offered to regular classroom teachers (and, as needed, to other non-Special Education teachers) as needed. Upon teacher request, additional resources will be made available.

F. Assignment of high incidence special education students to music, art, physical education, media and other ESP teachers shall be accomplished by pairing the high incidence students, e.g., LD, CD, CC, from one special education class with the students from one regular education class. These paired classes will then be split with up to half being assigned for instruction to one specialist and the other half to another specialist during the same class period. Pairings of classes at the elementary level will involve combinations of primary (grades preK-3) regular grades with primary (grades preK-3) special education self-contained classes and intermediate (grades 4-8) regular grades with intermediate (grades 4-8) special education self-contained classes.

G. Special Education Placement.

1. If a teacher recommends a student be evaluated for a disability and Special Education services, the administration will comply with State

Rules and District Procedures and Ohio Model Policies and Procedures for the Education of Children With Disabilities.

2. If a student is evaluated and found eligible for Special Education services and parental consent obtained, the student shall be served in the Least Restrictive Environment (LRE) in accordance with his/her IEP and in compliance with State Rules.

H. Inclusion.

1. An inclusion classroom is staffed with a teaching team consisting of one full time special education and one full time regular education teacher. When inclusion (the part or full-time education of disabled students within the regular classroom for the primary purpose of social/ emotional development with age appropriate peers and modification of academic instruction according to the IEP) is being recommended for a Special Education student, the selection of the regular education teacher will be on a voluntary basis, unless insufficient volunteers are available to meet the needs of Special Education children as defined by law. In this case, the Principal and IEP team shall determine the fairest and most appropriate solution.
2. Only the IEP Team may make decisions about where a Special Education child will be served. The IEP team will consist of the individuals required by state law including regular education inclusion teachers, as available. All such placements shall be on an individualized basis according to the IEP.
3. Building and individual training should be available on a voluntary basis to the CTU bargaining unit member of the special needs student during the school day. Any such training that has been approved in advance by the Division of Special Education or recommended by the Joint Special Education Committee and approved by the CEO, which occurs outside the school day or school year, will be reimbursed at the in-service rate of the appropriate bargaining unit member.
4. The IEP conference and regular report card conferences will be the joint responsibility of the regular education and Special Education staff.

I. Joint Special Education Committee (JSEC). The District and the CTU agree to form a Joint Special Education Committee (JSEC). The committee shall consist of five (5) members selected by the CTU, five (5) members selected by administration, and three (3) parents mutually agreed upon by the CTU and administration. The CTU and administration appointments shall include at least one representative from the following categories: regular education and special education. Its main function shall be to discuss all matters regarding Special Education, including:

1. Review flow-thru expenditures and assist in determining annual funding priorities for flow-thru monies. The District shall make available a monthly accounting of flow-thru expenditure in Special Education.
2. Review Division of Special Education recommendations regarding programs, policies, and procedures pertaining to Ohio Model Policies &Procedures and Ohio Department of Education State Rules for Special Education.
3. Review strategies that will foster collaboration between regular education and special education personnel for the purpose of improving the educational and support services provided to the school district's students.
4. Recommend the creation of subcommittees to assist with the development of Special Education policies pertaining to the Ohio Department of Education State Standards.
5. Make recommendations to the CEO and CTU President on issues relevant to Special Education. The JSEC shall meet regularly but not less than once per month.

The JSEC will develop its own agenda. The meetings shall be co-chaired by representatives of the Union and the District. The issues of class size and IEP's are recommended to the JSEC.

Computerization of IEP forms and release time for preparing and articulating IEPs shall be remanded to the Joint Special Education Committee. The JSEC will establish a sub-committee to examine the potential computerization of the IEP forms. JSEC will oversee any pilot program relative to computerization.

J. Evaluation and Placement. Students who have been identified by the classroom teacher as needing additional support services shall be evaluated within sixty (60) calendar days of the initial application given to the

Principal by the teacher. Once the child has received the evaluation and placement has been recommended, the placement shall take place within forty-five (45) calendar days of outcome notification, except where the student must be placed outside the District to receive her/his services.

K. Every special education teacher will maintain a separate student roster(s) and determine and record student progress on the Standard Based Report Card (SBRC) reporting system.

Section 4. Use of Unassigned Time

Teachers' unassigned periods are to be used for pupil and/or parent conferences, lesson preparation, collegiality or any other relevant instructional effort in the building and may not be assigned by an administrator.

Section 5. Use of Common Planning Time

In any building in which common planning time is in lieu of a class assignment for teachers who are part of a contractually recognized team or other negotiated collaboration, the teacher shall use that common planning time for its intended purpose— to plan with other members of his/her team to provide better motivational and/or instructional services to students.

Section 6. Elementary/K-8 Assignments

Elementary/K-8 teachers shall not be required to change grade level or school after October 1 for the purpose of enrollment adjustments.

Section 7. Unassigned Periods for Elementary/K-8 Teachers

A. Additional unassigned periods shall be equalized to the maximum extent possible among all teachers in a building. If the additional unassigned periods cannot be completely equalized, the extra unassigned periods shall be rotated.

B. Unassigned periods will be provided through the employment of additional art, music, physical education teachers, media specialists and other ESP teachers.

C. ESP in K-8 Buildings include, but is not limited to, art, music physical education, media, and may include other subjects, i.e: Work and Family, foreign language, academic intervention. All elementary teachers shall receive five (5) unassigned periods per week. All K-8 teachers shall receive six (6) unassigned periods per week.

D. Any additional educational aide time assigned to the school shall be provided equitably to teachers with the largest class size in descending numerical order.

E. Elementary art, music, and physical education

teachers shall have the option to schedule one (1) day before the official beginning of school to prepare supplies and equipment for use storage. For each day so scheduled, the teacher shall be paid at his/her daily rate. On the first day of school the students arrive, each art, music, and physical education teacher will be ready for instruction. Each such teacher shall also have the option to schedule one (1) day after the official close of the school year for the same reasons and be paid at his/her daily rate.

F. In K-8 schools, each K-8 art, music, and physical education teacher shall have the option to schedule one (1) day after the official close of school to prepare supplies and equipment for storage and be paid at his/her daily rate. However, in K-8 schools, the day immediately preceding the first day of instruction shall be a room readiness day for all teachers.

G. Media specialists shall use the first and the last week of the school year to prepare supplies and equipment for use and storage.

Section 8. Secondary Department Schedules

A. Department schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any and all changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.

B. If drastic changes in the school population require significant changes in a department's scheduling, such changes shall be completed by October 1st.

C. Secondary teacher class schedules may be changed on a quarterly basis with permission of the affected teacher.

D. No secondary teacher shall have more than three (3) preparations unless he/she volunteers to take more than three (3).

Section 9. Grade Level/Subject Preference

Teachers shall submit their grade level/subject preference for the following year to the Principal on or before April 15, and those preferences shall not be unreasonably refused.

Section 10. Trade & Industry Program Assignments

A. Teachers serving in state approved trade and industry programs will assume the standard assignment for a full time teacher which consists of six (6) classes and a homeroom per day plus an equitable portion of the miscellaneous services and activities of the school.

B. Trade and industry teachers will be assigned to

any state approved schedule in the area of vocational education. The assignment should include any necessary related subjects.

C. Vocational education teachers assigned to one hundred and fifty (150) minute instructional blocks and whose classroom instructional time inclusive of passing time is increased shall be compensated based upon the following schedule:

Instructional Time in Addition to 290 Minutes	Compensation
0-7.5 minutes	0% of base salary
7.71-22.50 minutes	5.56% of base salary
22.51-37.50 minutes	11.11% of base salary
37.51 minutes and above	16.67% of base salary

Further, the District and the Union agree that any vocational education teacher who is laid off as a result of the implementation of the new schedule shall be entitled to reimbursement for recertification/relicensure tuition expenses, according to the following schedule, for the purpose of job retraining or expansion of certification/ licensure up to a maximum amount of $2,000.00 for tuition expenses which are incurred during the period of one year from the time a teacher receives a notice of lay-off contingent upon return to employment within the District:

Class/Subject Grade	Reimbursement
A	100%
B	75%
C	50%
D/F	0%

If the course is offered on a pass/fail basis, reimbursement shall be at 100% if the teacher passes.

Section 11. Teachers Assigned as Special Substitutes

A. Every effort shall be made to find a regular substitute for a teacher when a teacher is absent or released from any scheduled class. Regular teachers may become "special substitute teachers" when a substitute is not available. Special substitute assignments shall be voluntary, except in emergencies as determined by the Principal consistent with the standards set in a written mutual agreement by the UCC and Principal at the beginning of the school year.

B. Special substitute assignments shall be made on an equitable basis whenever possible.

C. Special substitute assignments for secondary and elementary/K-8 schools shall be paid at the special substitute rate as set forth in Appendix A, Miscellaneous Rates of Pay.

D. In the secondary schools teachers may cover classes as special substitute teachers during their unassigned periods with the following guidelines:

1. Each teacher is limited to a maximum of two classes in a school day;
2. When possible, a teacher in the subject area department will cover the class.
3. Classes of absent teachers shall not be assigned to study halls.
4. A substitute will be provided for any absent teacher in study hall. If the normal procedure for coverage cannot be followed, this will be considered an "emergency" as defined in paragraph (A) of this section.

E. In the elementary and K-8 schools teachers may be assigned consistent with the conditions set forth in Section (E), (1),(2) and (3) below on a period-by-period basis when they are available with unassigned periods. (When this is not practicable, the class may be divided into three (3) groups with one (1) group being assigned to each of three (3) teachers. Each teacher shall then be paid at the special substitute rate as set forth in Appendix A.

1. Teachers of special subjects (including but not limited to reading and math intervention teachers) are not to be removed from their regular assignments to function as substitutes for absent teachers.
2. When an elementary or K-8 class is divided because no substitute is available for an absent teacher, those pupils coming from the absent teacher's class are not to be assigned to teachers of special subjects unless they are regularly scheduled for such assignment.
3. When a special subject teacher is absent, every effort will be made to find a suitable substitute. When a suitable substitute is not available, the procedure set forth in "A" above will apply.

Section 12. Student Trainees Assigned to Teachers.

Every effort will be made by the District to encourage colleges and universities sending student teachers into the schools to standardize and improve the honorarium paid to supervising teachers. Where a teacher has a college student assigned as an observer, participant, or student teacher for a quarter or a semester, the teacher will be paid by the

college providing the trainee at the rate established by the college. The CTU and the District realize the importance of giving college students the opportunity to observe all aspects of urban school situations and programs. It is agreed that such observations and visitations by college students will be distributed equally throughout the Cleveland schools so that such students will be afforded a complete and rounded experience.

Section 13. Compensation for Additional Class Assignments, Meetings, and Conferences

A. A secondary teacher shall receive compensation at the rate of one-sixth (1/6) of his or her base pay, proportionate to extra instructional time required by block scheduling, for accepting a seventh (7th) (additional for block scheduling) teaching assignment, until such time as a permanent teacher is assigned, when any of the following occur:

1. The teacher accepts a seventh (7th) teaching assignment for a period of four (4) consecutive weeks or more; or
2. A Principal determines, and has approval of the Regional Superintendent, that a seventh (7th) teaching assignment may be permanent; or
3. A teacher assumes report card grading responsibility for the seventh (7th) teaching assignment.

B. Teachers who volunteer to accept an assigned period beyond the school day as part of their normal work load may be scheduled to arrive at the start of the second period. However, if the assigned period is in excess of the normal scheduled teacher load, the teacher shall report at the regular starting time for teachers, shall assume a full schedule of duties, and shall receive additional compensation for the assigned period. Compensation in such instances shall be at the rate of one-sixth (1/6) of the teacher's annual base contract salary as governed in paragraph "A" above.

C. Whenever conferences or meetings are scheduled by the CEO or his/her staff during working hours, participating teachers shall suffer no loss of pay and a substitute shall be provided**.**

Section 14. Teacher Release from Class Assignments

All activities which require a bargaining unit member's release from any class period shall have prior approval by the appropriate administrator(s). Release for a Cleveland Metropolitan School District sponsored event shall not

be unreasonably denied. Examples of administrators' approval which shall be included in this section are the following:

1. Attendance at committee meetings, workshops or professional meetings;
2. Supervision, officiating or coaching at school athletic events; (Release for a Cleveland Metropolitan School District sponsored athletic event shall not be unreasonably denied. The Principal/Administrator shall be informed of the dates and times in which the bargaining unit member is requesting release no less than five (5) working days before the date of the release. The District will determine the release times for athletic events, dependent upon the type of athletic event and whether the event is designated home or away.)
3. Field trips to museums, institutions, concerts, theaters, camping, etc., including out-of-town trips;
4. Participation in contests such as mental mathematics, vocal and instrumental music, science fairs, etc.

Section 15. Staff Development Programs

The District shall allow teachers to participate in appropriate staff development programs that it initiates or will offer an equal number of programs to accommodate an equal number of teachers provided there is no substitute cost to the District.

Section 16. Permanent Vacancies, Open Positions

A. By the first day of the second marking period, all open positions authorized within staffing allocations will be filled with contracted teachers who possess appropriate certification/licensure. Established District personnel selection procedures remain in effect.

B. Temporary contracts will be issued to appropriately certificated/licensed individuals assigned to open positions created by extended leaves of absences of greater than four (4) weeks duration. In cases where an appropriately certificated/licensed teacher is not available, the currently assigned substitute may be permitted to remain in the open position if approved by the Principal, until an appropriately certificated/licensed teacher is available and assigned.

C. Open Positions. No full-time non-classroom position in a school will be staffed with anyone whose certificate/ license qualifies them to fill a classroom open position in that school.

Section 17. Classroom Integrity

A. No program or specified remedial action for students involving other certificated/licensed personnel, other than those assigned to the building and programs which have been mutually scheduled with the teacher and designed to take place in the classroom, may occur without the consent of the classroom teacher normally assigned there. If consent is not given, other arrangements must be made for the services to take place. This language shall not be construed to deny any student instructional services to which he/she is entitled.

B. Parents and community members may visit classes provided that District guidelines and the CTU Agreement are followed. The Principal and UCC of each building will develop guidelines by written mutual agreement concerning such classroom visits. Teachers shall have the discretion to limit access when visitation will cause disruption to the educational process.

Section 18. K-1 Transition Classes

The Principal in written mutual agreement with the UCC in each elementary/K-8 school may opt to establish at least one K-1 transition class within existing staff allocations. The students selected for this class will be determined by the kindergarten and first grade teachers and the class size shall be set by the UCC. The K-1 transition class is meant to be a bridge between kindergarten and first grade, as well as a gatekeeper structure to direct children to the appropriate services which best serve their needs. This may include referral to first grade, second grade, SBH, LD and/or other appropriate school programs.

Section 19. Reading in Content Areas

A. Each certificated/licensed employee in the District is encouraged to develop skills necessary to assist students to improve inreading.

B. As instructional reading skills in the content areas are acquired, certificated/licensed employees will incorporate them in their instructional plans and delivery.

C. Graded courses of study will be revised to allow for the infusion of reading skills.

D. The infusion of reading in the content areas may be assessed based on classroom instructional evaluation procedures.

E. Each school staff will develop and implement a plan to improve reading.

Section 20. Parent/Guardian Contact

The District and the Union agree that contacts with the student's parent/guardian are an important and essential part of a teacher's professional responsibility.

Each teacher shall make every good faith effort to utilize telephone calls, home visits or other contacts with the parent/guardian of each student to the extent possible by the end of ADM-1 (Fall Average Daily Membership Reporting Period) week and shall continue these contacts, as necessary, throughout the school year. Other bargaining unit members shall assist. The purpose of the contact with the parent/guardian shall be to establish rapport to address/solve teacher and/or parent/guardian concerns, e.g., potential discipline issues, academic performance, and test results. Parent/guardian contacts should be documented for future reference. Teachers will continue to be available throughout the school year for parent-teacher conferences within their scheduled school day, exclusive of lunch, and arranged in consideration of the teacher's schedule and other commitments.

Section 21. Looping.

Looping is taking the same class of children two or more years consecutively. Teachers may volunteer to loop, subject to written mutual agreement between the Principal and the UCC.

Section 22. Internal Review Team

The Chapter Chairperson, or his/her designee, shall be invited to participate on any internal review team formed to evaluate the functioning of the school.

ARTICLE 11
TEACHER NON-INSTRUCTIONAL DUTIES

Section 1. Equitable Distribution of Extra Duties.

Assignment to extra duties shall be made equitably among all teaching personnel, including teachers in federally and state funded programs, and assignment in those programs, for those indicating interest, shall be rotated among those interested on a yearly basis.

Section 2. Reduction of Clerical Duties

Workshops shall be established for Principals and UCC representatives to mutually explore ways of improving clerical and record keeping systems.

Section 3. Elementary/K-8 Hot Lunch Program.

The Elementary/K-8 Hot Lunch Program is to be conducted in such a manner that it does not require any teacher to supervise its operation.

Section 4. School Lunch

The Principal shall be responsible for all functions, procedures and personnel involved in the operation of the cafeteria/lunch room. All lunch duty by certificated/licensed teachers shall be voluntary. By April 15 of the

preceding school year, teachers must submit in writing to both the Principal and Chapter Chairperson their willingness to volunteer for lunch duty in-lieu of a teaching assignment the following school year. If sufficient volunteers are not available to meet the needs of the lunch program, the Principal and the Chapter Chairperson shall determine the fairest and most appropriate solution. No teacher shall be involuntarily assigned lunch duty for two consecutive school years.

Section 5. Development of Breakfast and Lunch Programs

The Principal and the UCC shall develop procedures in a written mutual agreement for the operation of the breakfast and lunch programs.

Section 6. Custodial Duties

No teacher or pupil shall be assigned responsibilities normally performed by the custodial staff. Teachers assigned to schools having a Breakfast, Hot Lunch and/or Bag Lunch Program shall not be responsible for custodial duties related to these programs.

Section 7. Supervision of Pupils

No bargaining unit member will be required to transport a pupil in his/her personal vehicle. Secondary teachers shall not be assigned to supervise lavatories.

Section 8. After School Supervision

Child Development and Kindergarten students who remain after school because a parent or guardian arrives late shall be the responsibility of the administration.

Section 9. Elementary/K-8 Breakfast Program

A. The District will schedule and serve student breakfast outside of the regular classroom. If space is not available for all of the students, then classrooms may be used for those students who cannot be served outside of the regular classroom.

B. The District will utilize all non-certificated staff and/or parent/community volunteers, if available, to supervise student breakfast. If sufficient staff or volunteers are not available, classroom teachers may supervise student breakfast.

C. Classroom teachers who supervise breakfast will be paid at the in-service rate (based on 1/2 of the in-service rate per day). Payment will be made on or about July 15th following the school year.

D. Classrooms will not be used for breakfast rooms whenever possible.

Section 10. Report Time

Beginning with the 2007/08 school year, all bargaining unit members with the exception of paraprofessionals, sign

language/educational interpreters, occupational therapy assistants, and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.

ARTICLE 12
POSTING OF VACANCIES

Section 1. Posting Procedure

A. Within thirty (30) days of the determination to fill a vacancy, it shall be posted by the administration along with the teaching requirements needed and the salary to be paid. Vacancies will be posted in each building, the CTU office and the Administration Building for the following areas:

Supervisors
Assistant Principals
Department Heads
New Program Projects
Special Assignments
Differential Positions

B. When new programs/projects are initiated in an existing school, the staff in that building shall have the opportunity to apply and be considered for positions. Following initial selection of program/project staff, only vacant positions shall be posted. Each school shall establish a Personnel Selection Committee consisting of the Principal, the CTU Chapter Chairperson, a parent and a staff member from the job classification for the posted position and any other members mutually agreed upon by the Principal and Chapter Chairperson. When openings for bargaining unit positions occur, the Principal and UCC shall, by mutual written agreement, select the members of the Personnel Selection Committee who will interview candidates for those positions. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee during school recess periods.

In the event the District creates a new program or school, the selection committee will consist of a representative from Human Resources, the CTU President or his/her designee, a parent representative, a certificated/licensed teacher, and a community representative.

If the District and CTU have agreed through written mutual agreement on any material changes/differences, bargaining unit members who apply for option programs

or schools agree that acceptance of a position with such a program or school constitutes acknowledgement and acceptance of the policies and working conditions associated with the position, some of which may differ from those set forth in this Agreement.

Based on the two preceding paragraphs, an individual memorandum of understanding, which will include interviews, will be created for each of the schools that are proposed to open in the 2007/08 school year: Female Academy (2), Male Academy (2), STEM (1), Ginn Academy (1) and In-district Elementary Academies and the remaining school years of this Collective Bargaining Agreement. All choice school memoranda of understandings will be reviewed on an annual basis. (See Article 2, Section 12.)

Section 2. Application Procedure

Teachers may submit a letter of application to their subject supervisors for future vacancies. The administration shall consider these requests along with those received by the actual posting of vacancies in determining the final selection. Subject supervisors shall retain for future consideration, during the year in which submitted, all letters of application received from unsuccessful applicants.

Section 3. Equal Opportunity for Desegregation Programs

All teachers will be provided with the opportunity to apply for and be considered for positions in any new programs developed for desegregation.

Section 4. Notification

After applicants for posted positions have been interviewed by the appropriate administrative and/or supervisory staff members, each applicant will be notified in writing by the administrator or supervisor of the person(s) selected.

Section 5. Purchased Learning Programs

The District and CTU agree as follows:

1. Vacancies in purchased learning programs first will be posted and filled with bargaining unit members in accordance with Article 12. However, the District will not remove a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) from a regular classroom assignment to fill the new program vacancy if a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) is not available to fill the regular classroom

assignment which would be left by the teacher assuming the purchased program position. In the event a regular classroom teacher is not available to fill the classroom assignment which would be vacated by a teacher assuming a purchased program position, or if there are insufficient applicants, the purchased program positions may be filled by substitutes.

2. The qualifications and requirements for such positions shall be included in the posting and shall be consistent with this Agreement unless the District and CTU have engaged in bargaining and agree to any material differences/changes. By accepting such appointment, the individual agrees to follow the work day and perform the duties associated with the position in the new program.

ARTICLE 13
BUILDING FACILITIES, SUPPLIES AND FUNDS

Section 1. Staff Lunchrooms and Restrooms

Each school should have adequate lunchrooms and lavatory facilities exclusively for the use of the educational staff. The UCC and the Principal will determine the location of any hot and cold concession machines meant to serve CTU bargaining unit members. Distribution of the profits derived from these machines shall also be decided by the UCC and the Principal.

Section 2. Duplicating Facilities

A. Duplicating facilities shall be made available to teachers in all buildings. Duplicating materials are to be limited to school activities. A typewriter, word processor, or its equivalent shall be made available for each thirty (30) classroom teachers. The location of equipment will be determined by the Principal and the UCC.

B. Each school shall have a functioning photocopier provided by the District, in a location designated by the Principal and the UCC. Teachers will have independent use of the copier for student instructional purposes. The Principal and the UCC will develop guidelines in a written mutual agreement for the use of the copier including the allocation and distribution of paper.

C. The CTU Chapter Chairperson will have reasonable use of the photocopier and appropriate supplies.

Section 3. Equipment and Supplies

A. Additional funds will be allocated to provide greater availability of teaching supplies and equipment to

teachers. The additional material is to be distributed in such a manner as to insure an equitable distribution to all schools. Every effort will be made to assure that sufficient supplies can be ordered and will be delivered in time to take care of normal expected usage in the school year.

B. The UCC in each building will assist the administration in preparing and processing the equipment and supply orders for the school which are budgeted and delivered on a calendar year basis as follows:

General Fund and Special Fund Supplies

1. Fall orders — Deliveries to the schools will begin the following January and shall be completed by March 15.
2. Spring orders — Deliveries to the schools will begin as early as possible and shall be completed by October 15.

If the items ordered in the fall or spring are not delivered by those dates specified in (1) and (2) above, the grievance procedure may be used. Items approved from the above budgets and not delivered shall be back ordered. These items shall be delivered as they become available and should not be reordered. If the back-ordered items are not delivered within thirty (30) days after the deadlines as stipulated in (1) and (2) above, the grievance procedure may be used.

C. Newly employed teachers and all teachers who transfer to a new teaching assignment will be provided appropriate supplies and district adopted curriculum materials. If a teacher is transferred into a newly created classroom, appropriate furniture will be provided.

Section 4. In-Building School Funds

Receipts and expenditures of all in-building school funds shall be reported to the faculty each month. A copy of receipts and expenditures of all in-building school funds as given in the financial report shall be posted on the faculty bulletin board each month. Copies of the school budget shall be made available through the UCC to all bargaining unit members. The District will provide to the CTU the statutory funding language for special needs students.

Section 5. Building Funds for Snow Removal

Until such time as the District is able to effect a workable procedure for system-wide snow removal, the following procedure may be practiced: Money available in building funds that is not earmarked for specific projects may be used in paying for snow removal service when agreed upon in a written mutual agreement upon by the Principal and the UCC. Snow removal equipment must conform

with specifications as set up by the District.

Section 6. Temperature

A teacher shall have the right to change his/her room to an available room or area if the temperature in his/her room is beyond the 60°-90° Fahrenheit limits. The Principal and the UCC shall agree by written mutual agreement to a plan of operation if the stated temperatures occur.

Section 7. Building/Handicapped Parking

The Principal and the UCC shall agree by written mutual agreement on all issues related to building parking. In addition, each building shall have at least two (2) handicapped spaces, plus additional spaces as required by state and federal law, reserved for the handicapped in appropriate locations and appropriately marked.

Section 8. Administrative Issues Committee

A District-level committee will be formed to discuss building administrative issues such as class supplies. The committee will consist of two (2) elementary and two (2) secondary Principals selected by the District and an equal number of teachers selected by the CTU. The committee will submit its recommendations to the LMC.

Section 9. Class Supply Allocation

As part of the building budget, the Principal and the UCC will agree on an equitable allocation for teachers to be used for class supplies. If the Principal and UCC are unable to reach agreement by August 15, the Regional Superintendent will determine the amount of the allocation.

Section 10. Locks

The Principal and UCC shall determine by written mutual agreement whether each school's building budget shall include a line item to provide classroom doors with locks that work and to provide teachers with keys to the locks for the rooms they must enter as part of their job responsibilities. The Principal and UCC shall decide by written mutual agreement on the amount of annual expenditures, if any, on such line item. Teachers are permitted to lock their classroom doors if they are not present and the room is not scheduled to have students under supervision inside.

ARTICLE 14
BUILDING SECURITY

Section 1. Building Security

A. Representatives of the CTU, Principals, custodians and the central administration will review on an annual basis the standard operating procedures to guide school

personnel on security and emergency matters.

B. After the annual review referred to in subsection A is completed, the procedures shall be reduced to writing and shall be distributed to school personnel and explained at the annual faculty meeting on discipline set forth in Article 15, Section 14, of this agreement.

Section 2. Trespass and Disruptive Conduct

A. When a situation such as trespassing, disorderly conduct, or assault and battery occurs at a school, the following procedures are to be followed:

1. The Principal should notify the Division of Safety and Security immediately by telephone. A letter with all details, including the names and addresses of witnesses, should be forwarded to the supervisor of the Division as soon as possible for further action. (In serious assault or battery cases, a copy of the letter should be sent to the Director of Pupil Personnel Services).
2. Principals and teachers are advised to undertake the filing of complaints in Cleveland Metropolitan Court only with the assistance of the Division of Pupil Personnel. The supervisor of the Division will assign a liaison representative upon receiving the letter of referral if court action is deemed appropriate.
3. Ohio law requires that court affidavits be filed by the affected parties. The Principal will usually file in matters of trespass or disorderly conduct. In the case of assault and battery, the victim will file.
4. If the matter is brought to trial, the Division representative will be present to assist at the hearing.

B. Cases involving trespassers under eighteen (18) years of age should be referred to the Division of Pupil Personnel.

C. Principals faced with a serious problem, threatening the security of school personnel or property, are authorized to call the police department requesting immediate assistance.

D. Trespassing regulations shall be enforced as prescribed in the Board of Education Resolution No. 32827. *(Appendix B)*. All employees covered by this Agreement should become familiar with this resolution.

Section 3. Personal Item Safety

Each CTU bargaining unit member shall have a safe and secure location where personal items can be stored during the school day. The location, rules, and regulations

for such storage, and other operational details shall be developed by mutual written agreement between the Principal and the UCC.

Section 4. Elementary/K-8 Summer Storage

To the extent space is currently available in a teacher's elementary/K-8 classroom, and not needed for summer school, that teacher shall have the opportunity to secure that space to store personal and instructional materials during the summer.

ARTICLE 15
POLICY AND PROCEDURES GOVERNING STUDENT DISCIPLINE AND MISCONDUCT

Section 1. Policy

Effective discipline, observance of law and order, and respect of the rights of others are necessary so that all pupils may attain the highest degree of quality education. Every pupil has the right to learn, and any act by a classmate which interferes with that right will not be tolerated. Those pupils who deny this right to their classmates and who disrupt classroom and school procedures will be dealt with promptly and vigorously to the full extent of the law and the policies and rules of the District.

The teacher's authority in the classroom is undermined when a pupil is disruptive. As a result, the entire school suffers deterioration in standards, morale and a climate favorable for teaching and learning.

A teacher shall have the right to employ reasonable discipline to maintain a safe environment conducive to learning.

Section 2. Intraschool Assignment

At all schools wherein a child whose documented disruptive behavior indicates that an alternate class assignment would be beneficial for the child and the learning environment, a teacher may by mutual agreement with another teacher arrange for a transfer of the student. The teacher receiving the child may, in turn, identify one child who could also benefit from an alternate setting and that child shall be placed into the first teacher's class. This request will be honored for up to four (4) children per teacher per school year in secondary schools and up to two (2) children per teacher per school year in elementary schools. To be implemented, this arrangement must be in compliance with the Remedial Order and teacher class size limit.

Section 3. Behavioral History

Principals will share in writing appropriate information

with the Chapter Chairperson and the teacher affected concerning the behavioral history (specifically to include behaviors which involve acts of violence, threats of violence, and weapons) of students. This information may include juvenile court history of students new to the school through a special transfer made for disciplinary reasons or when the child returns to school from juvenile court or any institution outside the home.

Section 4. Referral to Principal

A. A teacher may refer to the Principal or his/her representative for appropriate action a pupil who is causing serious or continuous disruption *(Appendix F).* The teacher shall immediately communicate in writing to the Principal, or his/her representative, the necessary information concerning the problem, unless the student is escorted to the office by an adult employee who provides the Principal or his/her representative with the necessary information. An elementary teacher may recommend in the referral that the pupil be retained by the Administration for one or more periods. A secondary teacher may recommend that the pupil not be returned to the referring teacher's class that day. The recommendation shall not be unreasonably refused.

B. In the event the referred pupil refuses to comply with the teacher's directive to report to the office, the teacher may request the assistance of the Principal or his/her representative or the school security officer. The Principal shall, in all cases, provide timely assistance to requesting teachers in need.

C. When a student is referred to an administrator, appropriate disciplinary action shall be taken. The Principal or his/her representative shall inform the referring teacher of the disposition of the problem. The Discipline Subcommittee of the UCC in each school will make recommendations for mutual implementation of a school discipline program.

D. A teacher or Principal may request a conference with the teacher, Principal, parent and/or counselor (and student where deemed appropriate). After the teacher has demonstrated a good faith effort to contact the parent and resolve any issues, the Principal, upon review, shall honor the request and communicate, in writing, with the parent/guardian of the student in question and establish a conference time convenient to the teacher and to the parent. If a conference cannot be arranged during regular school hours, then upon mutual agreement any conference may be held before or after regular hours provided that (1) the conference commences no sooner than one hour before

the school day or no later than one hour after or 4:00 p.m., and ends no later than 5:00 p.m., and (2) the teacher is compensated for the length of the conference at the in-service rate on the basis of one (1) hour pay for each hour and/or portion thereof. If unable to arrange a conference with the parent, then the conference shall be held and the parent shall be notified of the conference outcome. The Principal shall chair the meeting and the group shall clearly define the expectations for the child's behavior and articulate the forms of discipline and/or procedures which will be used if the child's behavior does not meet the identified expectations. The forms of discipline and/or procedures will take into consideration improvements in the child's behavior.

E. Offenses for which teachers may refer students to the office and for which the Principal will retain pupils for the remainder of the class period are: chronic Level I, or Level II, III and IV misbehaviors, Student Handbook, revised annually.

F. Pupils under office discipline may not be used for school services while being detained. A written record of adverse conduct by a pupil shall be secured and maintained by the administrative staff of each building.

Section 5. Right of Removal

A committee composed of four representatives appointed by the CTU President and four representatives appointed by the CEO shall meet to plan appropriate training steps for implementation. Recommendations are due from the committee to the CEO and CTU President by June 30, 2007. The normal referral process in each school remains in place. Additionally, effective with the first day of second semester of the 2000- 01 school year, every classroom teacher shall have the Right of Removal (RoR) to send a student out of that particular instructional period (secondary/departmentalized instructional period) for up to five (5) days or, if self-contained, out of that particular classroom for up to two (2) days, if the student is consistently or flagrantly disruptive or disrespectful. There will be a simple Right of Removal form agreed to by the CTU and the District supplied to all teachers to be sent with the student, unless the student is escorted to the office by an adult employee who provides the Principal or his/her representative with the necessary information. By the end of the school day the teacher is to send to the Principal the completed Right of Removal Form. This form will also be used for the purpose of collecting data regarding the Right of Removal process and making data driven decisions regarding possible improvements to

the process. The initial review of the data of the Right of Removal process will occur no later than February 29, 2008. Under no circumstances may a teacher have more than three students removed from his/her class at any one time without the permission of the Principal. The right of removal shall not be refused. Teachers will be provided training regarding the appropriate use of the right of removal.

The administration is to ensure the due process rights of the student are honored, but under no circumstances is the student to be returned to that class before the end of the RoR period. In secondary schools, the student shall be sent to the office and the administration shall ensure during that period of the day the student will attend no scheduled class, excluding the Alternative to Suspension Program (ATSP) room, nor be used as an office helper, for the appropriate number of RoR days. In elementary schools, the administration shall ensure the student attends no scheduled classes, excluding the ATSP room, for the duration of the removal period, and is not used as an office helper. When a student is removed from a classroom, the administration shall determine the student's placement for those removed days, be it the ATSP room, suspension to home, counseling services, home tutoring, community service, and/or other consequences. However, if the teacher makes a recommendation concerning the consequences, the recommendation shall not be unreasonably refused.

No teacher shall suffer any reprisal by virtue of appropriately using his/her RoR.

Section 6. Chapter Chairperson Responsibilities Related to Student Discipline

Effective with the first day of the second semester of the 2000-01 school year, the Chapter Chairperson may mediate disputes between the administration and individual teachers when student discipline is an issue. The Building Chairperson shall encourage constructive dialogue between the administration and the teacher when discipline issues seem to be impeding the educational process in the classroom. If the administration believes discipline issues are a concern with the Chapter Chairperson him/herself, the appropriate Regional Superintendent and CTU Third Vice President shall mediate the dispute.

A. No Right of Removal (RoR) decision by a teacher may be cancelled, modified, or in any way changed by any administrative authority, except upon parental appeal to the CEO and the President of the CTU. If the CEO or designee and the President of the CTU or designee agree the RoR was appropriate, it is upheld. If the CEO or designee, and

the CTU President or designee agree the RoR was for an inappropriate amount of time, the number of days is therein adjusted by mutual agreement. If the CEO or designee and the CTU President or designee disagree upon the RoR time period, the matter is remanded to the Board of Education which may refuse to hear the appeal or adjudicate the appeal by a two-thirds (2/3) majority vote to uphold or revoke the particular RoR time period. In all cases, the student stays removed unless and until there is agreement between the CEO or designee and the CTU President or designee to shorten the term of removal or the appeal is adjudicated by a two-thirds (2/3) vote of the Board of Education.

B. In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany any teacher (both released on school business) testifying in a court of law regarding a student incident at the school.

C. The District may offer all Chapter Chairpersons a voluntary extended contract for the coming school year for the purpose of before-the-school-year in service and/or a differential to be present each day for a specified amount of time before and/or after school. Such a differential shall be based on daily rate and the District may determine the amount of time before or after school, up to a maximum of one (1) hour before school and one (1) hour after school.

D. In the event the Chapter Chairperson concludes that the Principal is not dealing effectively with student discipline concerns, the Chapter Chairperson may contact the Regional Superintendent. The Regional Superintendent shall meet with the Chapter Chairperson and Principal within ten (10) working days of such contact to hear the Chapter Chairperson's concerns and attempt to develop a resolution satisfactory to the Chapter Chairperson and Principal.

Section 7. Written Referrals & Behavioral Remediation

A. When deemed proper by the teacher involved, in each written referral to the office it shall be specified as to the nature of the remedial action the teacher feels will best deter the child from further inappropriate behavior. If the behavior of the child was a specified Level I, II, III or IV misbehavior as identified by the current Student Handbook, the Principal or his/her designee should seriously consider application of the teacher's specified remedial action.

If the child's behavior in the incident is not adequately defined by the Student Handbook and the Principal indicates the proposed remediation is not appropriate, the

Discipline Subcommittee of the UCC may recommend alternative forms of discipline in such cases.

Section 8. Referral to CEO

Serious disciplinary problems constituting Levels III or IV misbehaviors (Student Handbook revised annually), should be referred by the Principal to the CEO or designee, who will schedule a conference to be held at the District building, at which the pupil, the parent, and appropriate Board personnel will be in attendance.

Section 9. Principal's Authority for Suspension and Exclusion

A. The Principal may suspend a pupil in cases of a serious nature. Some acts for which suspension may be considered are: Level I repeated or chronic occurrences, Level II, III or IV misbehaviors (Student Handbook revised annually).

B. The Principal may recommend the exclusion of a pupil through the normal referral procedures. Final recommendation for exclusion will be made by the CEO or designee.

Section 10. Assault and Battery on an Employee

A. A serious assault or battery includes (1) an actual threat of serious physical, psychological, or emotional harm to a bargaining unit member; or (2) any deliberate inappropriate touching by a student or object that was under control of a student, that causes serious physical, psychological, or emotional harm; or (3) reckless conduct that causes serious physical, psychological or emotional harm.

B. The procedure to be followed in cases of serious assault or battery on an employee by a pupil in the course of employment is:

1. **Responsibility of the bargaining unit member**: If a bargaining unit member believes that he or she has been seriously assaulted or battered by a student, the bargaining unit member shall complete an Incident Report Form and provide a copy to the Principal/ Building Leader immediately, if able to do so, or as soon as possible. If the employee is unable to perform his/her duties, the office shall take appropriate steps to cover the employee's instructional responsibilities for the rest of the day and the employee is entitled to the rest of the day on assault leave.
2. **Responsibility of the Principal/Building Leader after receiving a copy of the Incident Report Form:**

a. When a serious assault or battery is alleged, the Principal/Building Leader shall immediately initiate an investigation utilizing the District's Division of Safety and Security. This investigation shall include obtaining a statement from the student and any witnesses to the incident**.** Principals/Building Leaders faced with a serious problem, threatening the security of school personnel or property, are authorized to call the Cleveland Police Department, requesting immediate assistance.
b. The investigation shall be completed within one business day of the time the bargaining unit member submits the Incident Report Form.
c. Following the investigation, the Principal/ Building Leader shall immediately conduct a due process hearing to determine if a serious assault or battery occurred.
d. If the Principal/Building Leader determines that a serious assault or battery occurred, the Principal/Building Leader shall immediately suspend the student for ten days and notify the student's parents. In addition, the Principal/ Building Leader shall submit an Article 15, Section 10, Serious Assault or Battery Form to the Division of Pupil Personnel, Office of Hearings and Appeals, so the student can be assigned to another placement following the conclusion of the suspension. The Serious Assault or Battery Form shall include the definition of assault or battery as defined above. In addition, if the Principal/Building Leader either recommends expulsion or other interventions in addition to the suspension, the Principal/Building Leader shall complete a Student Administrative Intervention Form ("SAIF") and forward the SAIF, along with a copy of the file, to the Division of Pupil Personnel, Office of Hearings and Appeals.
e. Consistent with the Family Educational Rights and Privacy Act ("FERPA"), the Principal/Building Leader shall provide a copy of his or her findings to the bargaining unit member and the Chapter Chairperson. These findings shall include redacted copies of any written referral to the Division of

Pupil Personnel, Office of Hearings and Appeals, the Incident Report Form, all witness statements, any reports or findings from Safety and Security, and the Principal/ Building Leader's determination.

f. If the Principal/Building Leader determines that a serious assault or battery did not occur, the employee may request that the Regional Superintendent or designee review the facts and render a decision. In such case, the Principal/Building Leader shall provide a complete copy of his or her investigation, including any related paperwork, to the Regional Superintendent.

g. If the assailant has left the premises, the police shall be called and notified, and if the employee requests, a staff individual of the assaulted employee's choice with the Principal's approval may accompany the employee to the police station and/or medical assistance.

3. **Responsibility of the Regional Superintendent after receiving a request for review from a bargaining unit member:**

a. The Regional Superintendent shall review all materials provided by the Principal/ Building Leader and shall determine whether a serious assault or battery occurred. If the Regional Superintendent determines that a serious assault or battery occurred, the Regional Superintendent shall either follow the procedure outlined in Sections 2 (d) and (e) above, or shall direct the Principal/ Building Leader to do so. This process shall be completed in no more than two working days from the date the bargaining unit member submitted the Incident Report Form to the Principal/Building Leader, if the student is in an elementary classroom, or five working days from the incident, if the student is in a secondary classroom.

b. If the Regional Superintendent determines that a serious assault or battery did not occur, the bargaining unit member may file a grievance related to the incident, pursuant to Article 15, Section 28. The bargaining unit member shall, upon request, and consistent with the mandates set forth in FERPA, be

provided with redacted copies of the Incident Report Form, all witness statements, and any report or findings from Safety and Security and the Principal/Building Leader's determination or Regional Superintendent's determination.

4. **Responsibility of the Division of Pupil Personnel:**
   a. If the Division of Pupil Personnel, Office of Hearings and Appeals, receives a copy of the Article 15, Section 10, Serious Assault or Battery Form, it shall make immediate arrangement for the student to be assigned to another placement following the conclusion of the suspension.
   b. If an appeal has been filed by the student and/or parent/guardian, the Office of Hearings and Appeals shall review the matter, but the review shall be limited to the determination as to whether the student received due process at the Building Level.
   c. If the Division of Pupil Personnel, Office of Hearings and Appeals received a SAIF, it shall conduct a due process hearing, if necessary, and upon review of the facts, a determination will be made for a referral to Juvenile Court and/or disposition by the District.
5. Under no circumstances shall a student who has been found to have committed a serious assault or battery on a bargaining unit member be returned to the school either that school year, or any other school year, without the written agreement between the assaulted teacher (if still at the school), the receiving teacher, the Chapter Chairperson and the Principal/Building Leader.

C. If the CTU believes that Article 15, Section 10, has not been followed, the CTU may file a grievance pursuant to Section 28 of this Article.

Section 11. Menacing.

A. The procedure to be followed in case of serious menacing of an employee by a pupil in the course of employment are set forth below. For purposes of this section, "Serious Menacing" is defined as the pupil making a threat to the bargaining unit member in the presence of other witnesses of bodily harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

1. The employee shall make a written complaint to the Cleveland Police with respect to the menacing behavior, with a copy to the school Principal. In addition, the employee shall report the incident immediately to the school office on an incident form.
2. After the steps described in (1) have been completed, if a serious incident of menacing is alleged, the Principal or designee shall investigate the allegation promptly. If the Principal finds that a serious incident of menacing did not take place, the employee may request a Regional Superintendent or designee to review the facts and render a decision.
3. If the Principal determines that serious menacing occurred, then the following steps shall be taken:
    a. The Principal shall notify the parents.
    b. If the Principal determines that serious menacing occurred after due process, the student shall be immediately suspended for ten (10) days.
    c. The Principal shall write a referral of the incident and send same to the Division of Hearings and Appeals and the CTU.
    d. The Principal shall notify in writing the Union Chapter Chairperson and the affected employee of the incident's disposition.
    e. The Principal shall send a supplementary referral including behavioral and academic record of the student involved to the Division of Hearings and Appeals.
    f. The Division of Hearings and Appeals shall conduct a due process hearing within ten (10) days and will, upon review of the facts, determine whether the matter should be referred to the juvenile court.
    g. Based upon the results of the due process hearing in "f" above, the student who is found to have committed a serious act of menacing shall not be returned to that school for the balance of that school year.
    h. In the event the due process hearing set forth above is not conducted and concluded within ten (10) days, the student shall be transferred to another school or program outside of the home school pending completion of the due process hearing.

B. In instances when a student is to be prosecuted for an assault on an employee, District employees assigned to Juvenile Court shall assist as follows:

1. Explain the legal ramifications of an assault.
2. Apprise victim of the District and legal procedures relative to the Court hearing.
3. Provide information relative to Court location, room number, persons to contact and parking facilities.
4. Provide advice to victim regarding testimony.

Section 12. Disciplinary Guidelines Committee

A. The District and CTU shall establish a Joint Disciplinary Guideline Committee comprised of equal numbers of CTU representatives and administrators. This committee will meet, at a minimum, on a quarterly basis for the purpose of reviewing data that relates to suspensions and expulsions and data that relates to safe and secure schools. They will discuss and research strategies that have the potential for improving district-wide or school specific safety and security. Examples of the type of recommendations that the committee can make are: implementation matters related to student hearings and appeals; specific professional development; modifications to the Student Code of Conduct; and intervention options including option schools. The Disciplinary Guideline Committee will forward all recommendations to the Labor Management Council.

B. The "Student Handbook: Rights and Responsibilities" will continue to be distributed to all pupils and parents, and shall be used in all schools as a guide. The Student Handbook shall not be changed except by written mutual agreement between the CTU and the District.

Section 13. Faculty Meetings on Discipline

A. Faculty meetings shall be scheduled to acquaint faculty members with individual building and District disciplinary procedures.

B. Principals shall inform the faculty of security guard responsibilities and their relationship to the school staff. Principals shall be responsible for the performance of security guards.

Section 14. Auditorium Programs for Students

Auditorium programs will be conducted in all schools on the opening day of school to focus on student responsibility and discipline and state clearly the rules and regulations of the school and the school system. The Principal shall conduct and participate in the auditorium program with the planning and presentation to include representatives of the faculty selected by the UCC. Discussion of District

policies and state laws and the consequences to be expected for the breaking of these regulations, policies and laws will be the subjects of the program. Elementary/ K-8 schools shall have two auditorium programs, one for primary grades and one for upper elementary grades. In secondary schools, a separate auditorium program may be provided for each grade level.

Section 15. Detention Period

A. A school detention period before and/or after school shall be established in each building. The Principal and UCC may agree in a written mutual agreement that the resources devoted to the school detention period may be reallocated to provide an alternative form(s) of discipline.

B. On a school-by-school basis, the Discipline Subcommittee of the UCC and the Principal shall establish the guidelines for the use of detentions and the length, frequency and time of the detention period program. Cooperatively, they shall determine the staffing and monitoring of such a program.

C. The detention period will be staffed by teacher volunteers. If there are more volunteers than available slots, selection will be based on system seniority. The volunteer teachers will be paid pursuant to the in-service rate of the contract if the assignment represents an addition to the regular teacher assignment load. If a detention period as determined on a school-by-school basis is less than a full hour, then compensation shall be for a full hour. Teachers shall not be required to cover or work the detention period.

D. A student who does not attend an assigned detention period shall be assigned two (2) detentions on the next school day on which a detention period is scheduled. If the student fails to attend either of the two detentions, he/she shall be suspended for one (1) day. The second and all subsequent times this pattern of defiance exhibits itself, he/she shall be suspended for three (3) days after due process.

Section 16. Aggravation Transfer

Students shall not be transferred from one class to another within a school after ADM-1 week adjustments are made on the first day of the second marking period, unless the teacher(s) involved agree to the transfer, barring unforeseen special circumstances which may prevail; e.g., racial balance, parental concerns, testing recommendations, etc. If unforeseen special circumstances do prevail, the teacher(s) involved will be informed of such circumstances in writing.

Section 17. New Home School for Expellees

In cases where a secondary school student is expelled and it can be shown that his/her return to the home school will create a danger to a bargaining unit member or a severe disruption to the academic process, either the Principal or the CTU Chapter Chairperson may request that the expelled student not be returned to his/her home school during the remainder of his/her years in the District. Such requests shall be heard by a Disciplinary Appeal Panel comprised of the appropriate Regional Superintendent (or his/her designee), the Principal of the school and the Chapter Chairperson of the school. The decision of this Disciplinary Appeal Panel shall be final and binding on the parties to this Agreement. Parents/legal guardians may appeal this decision through procedures as set forth in the Student Handbook. This provision does not apply to expulsions resulting from a serious assault or battery, which are governed by Article 15.

Any student expelled from school as a result of weapons possession, intentional physical assault against school personnel or a meaningful threat of serious physical harm to school personnel or property will be prohibited from returning to their home school without the written agreement of both the Chapter Chairperson and the Principal. Students expelled for a serious physical assault against another student at school may not be returned to their home school without the written agreement of the Principal, the Chapter Chairperson and school-based student conflict mediators where applicable.

Section 18. Code of Conduct

All district schools are required to consistently enforce the CMSD's Student Code of Conduct. In order to insure consistent enforcement, the school district and CTU will develop examples of offenses and corrective actions for each of the Levels listed in the Student Code of Conduct. There will be ongoing professional development for Principals and Chapter Chairpersons on fair and consistent enforcement of the Student Code of Conduct. Approved discipline intervention strategies are listed in the district's Student Code of Conduct Handbook.

Section 19. Early Discipline/Intervention K-2 Program

A joint committee of three CMSD representatives and three CTU representatives will meet to develop early discipline/intervention programs in grades K-2 that will include, but are not limited to, character education and managing anti-social behavior

Section 20. Discipline Alternatives

Teachers shall have the right to the emergency removal of students from curricular or extracurricular activities under the teacher's supervision provided that the procedures governing emergency removal as set forth in the Student Handbook are followed. An emergency removal is the removal of a student from a situation in which that student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process in the classroom or elsewhere on the school premises. Emergency removal is not a disciplinary tool and shall not be used as a substitute for suspension. The Principal and the UCC at each school shall establish written procedures for alternative settings for disruptive students, provided that such procedures do not conflict with the District's Student Handbook.

Section 21. Mediation Program

Following the passage of a levy, the District agrees to implement a Mediation Program no later than the beginning of the following school year. The program shall consist of the following:

A. The Principal and UCC at each school shall, by written mutual agreement on or before June 1st of each school year, select one (1) CTU bargaining unit member as a Mediation Counselor. Each Mediation Counselor will be paid a differential as set forth in Appendix A to deal with mediation matters.

B. The Mediation Counselor shall receive Basic Mediation Training from the Center For Conflict Resolution, or equivalent institution, at District expense, with the goal of becoming a certified Mediation Counselor.

C. Concurrent with the training, each Mediation Counselor shall arrange for mediation training of no less than twenty-five (25) students of his/her choice in his/her school and shall take all steps necessary to initiate and implement a mediation service with the express goal of providing the student population encouragement and direction in the handling of difficult personal matters without resorting to physical force or intimidation.

D. The District and the Union shall set up the Mediation Committee to monitor all mediation efforts in the District, coordinate interschool events and, in general, assist in the development of a comprehensive mediation program which every secondary student in the District has access to and is encouraged to utilize. The committee is further charged with studying and making recommendations to the CTU President and the CEO regarding further program development specifically targeted to the elementary level,

possibly employing student mediators. The Union will select three (3) CTU bargaining unit members and the administration will select three (3) District representatives to comprise the Mediation Committee.

Section 22. Student Involvement with Drugs

Any student found after due process to have made, sold or distributed drugs as defined in the Student Handbook shall be expelled for no less than eighty (80) days and shall not return to his/her home school without written mutual agreement between the Principal and the Chapter Chairperson.

Section 23. Security Guards

Effective October 1, 2000, the District shall ensure there is at least one (1) armed security guard assigned to each of the District's comprehensive high schools and other schools as identified by the CEO.

Section 24. Student Reassignment

If a pupil is repeatedly suspended during a school year, the discipline intervention team and/or the Principal and the Chapter Chairperson may jointly recommend to the CEO or designee that the pupil be transferred to an option school or program appropriate to the child's grade level for the balance of that school year, subject to applicable state and federal law.

Section 25. Possession of Guns, Knives or Explosives

Any student determined, after due process, to possess on school grounds guns (firearms), knives as defined by city ordinance 627.10 as illegal or explosives capable of inflicting significant bodily harm or causing property damage, shall be expelled for the maximum duration allowed under law and, absent approval of the building Principal and CTU Chapter Chairperson, shall not be returned to that building.

Section 26. Stealing/Vandalizing Employee Motor Vehicle

Any student found after due process to have stolen or attempted to steal or vandalize the motor vehicle of any school employee from a school parking lot shall be expelled for no less than thirty (30) days and shall not return to her/his home school for the balance of that school year without written mutual agreement between the Principal and the Chapter Chairperson.

Section 27. In-School Alternatives/Suspension Intervention Program

Every school shall have an In-school Alternatives/ Suspension Intervention Program classroom. Residential and alternative education programs shall not qualify for an In-school Alternatives/Suspension Intervention Program

classroom. Unless agreed to by CMSD and CTU, school buildings that hold more than one educational program or small-school will receive only one In-school Alternatives/ Suspension Intervention Program classroom. Each in-school suspension room will be staffed by an instructional aide (Alternative to Suspension Program-ATSP).

A bargaining unit member on the recall list may apply for this position as an instructional aide. If this bargaining unit member is a teacher who is recalled during the school year, the teacher must remain in the instructional aide position, at the instructional aide salary and benefits, for the remainder of the school year. The recalled teacher will retain her/his position on the recall list.

The CTU and CMSD will develop, prior to April 15, 2007, the criteria for student assignment to an in-school suspension room, the instructional content of the program, and the number of times a student can be assigned to the room during one school year.

The in-school suspension instructional aide positions will be posted and interviewed. Instructional aides in these positions will be provided with professional development on the program's procedures and instructional content prior to the first day of classes.

Section 28. Resolution of Grievances Arising under this Article

Copies of all teacher assault or menacing incident reports shall be forwarded to the President of CTU on a monthly basis by the Office of Safety and Security.

A. A specific purpose panel of seven (7) arbitrators shall be appointed to conduct expedited arbitration hearings of grievances alleging a violation of Article 15. Upon execution of this Agreement, the CTU and the District each shall nominate five potential members of said panel. Individuals nominated by both the CTU and the District shall automatically be included on the panel. The remaining panel members shall be selected through the alternate strike method.

B. Any grievance alleging a violation of Article 15 shall be filed by the CTU with the Director of Labor Relations, who shall have five (5) work days to attempt to resolve same to the satisfaction of the employee, CTU and the Principal. If such a resolution is not achieved, CTU's Director of Grievances and the District's Director of Labor Relations shall jointly contact members of the special purpose panel on a rotating basis. The first such panel member available to hear the grievance and issue a written decision within ten (10) work days of her/his appointment shall be chosen to hear and rule on that grievance.

ARTICLE 16
STUDENT GRADING AND STUDENT PROMOTION PROCEDURES

Section 1. Grade Reports

A. Grading procedures will be computerized in all schools. Interim progress reports will be computerized in all schools. All IERP's (Individualized Education Remediation Plan) will be totally computerized and generated by the school system.

B. Teachers shall be notified of the due dates of the Master Time Line for teacher reports and any relevant changes in the Master Time Line as soon as such information is available. Computer forms for grades, interim progress reports and any other report requiring teacher activity will be given to the teacher no less than two (2) full school days before being due. The Principal and the UCC shall mutually agree to any deviation to the items stated above.

C. No official written reports to parents shall be required except the officially adopted report cards, interim progress reports and other reports as may be required by law.

D. Report cards and interim progress reports shall be entered into the SBRC system for all reporting periods based on schedule developed annually by the district's Division of Research and EMIS.

Section 2. Secondary Grade Report Schedule

A. There will be four (4) marking periods in the secondary schools. The grading periods and attendance periods will be coterminous, if feasible.

B. Final marks shall be scheduled for collection no earlier than one (1) day before the last day of the semester, provided such grades are subject to change based on the pupil completing or not completing the course requirements.

Section 3. Organization for Grade Reporting

A. Course content shall be revised for even delivery and accurate student knowledge assessment.

B. Beginning with the 2001-02 school year, grades will be issued each quarter, and credit will be given at the completion of each semester. During the 2000-01 school year, the District and CTU will establish a committee to address issues related to this grade change.

C. All students shall receive interim progress reports.

Section 4. Student Grades and Promotion

A. No teacher's grade of a student shall be changed without the written mutual agreement of the teacher and the Principal.

B. If it is an elementary/K-8 teacher's best professional judgment that a child should not be promoted, the child shall not be promoted unless there is written mutual agreement between the teacher and the Principal.

C. Middle students (grades 7 and 8) shall not be promoted if they do not meet minimum grade level requirements unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.

D. A student at the elementary/K-8 level who has not been promoted shall not be assigned to the same instructor the following year without permission of the teacher, unless no other practical alternative placement exists within the school. No student at the secondary level who failed any class shall be assigned to the same instructor the following year without permission of the teacher, unless there is no other practical alternative placement within the school.

E. Students having achieved a passing grade in a class or grade, and having received credit for the class or grade, shall not be scheduled to repeat the class unless both the parent(s)/ guardian of the student in the student's home, or the student him/herself if eighteen (18) years old or older, and the teacher all agree it is educationally sound to do so.

F. If a grade is assigned by a home tutor or any other person besides the classroom teacher to whom the student is assigned, such grade assignment shall be noted as not having come from the classroom teacher, and such note shall be recorded by the administration on the report card and in the student's permanent record card.

Section 5. Interim Progress Reports

A. One interim progress report will be sent to the parents each grading period. Such interim progress reports are required for all students.

B. An interim progress report shall be sent at the midpoint of each grading period. Interim progress reports should be sent prior to the end of the eighth (8th) week of the fourth (4th) marking period.

C. In accordance with sound educational practice, the final grade received by a student for a marking period is determined by the student's work over the course of the full marking period. A satisfactory interim progress report is a "snapshot in time," and not a guarantee of a passing final grade.

Section 6. Transfer of Overage Students

Transfer of overage pupils will be consistent with current District policy and regulations. However, any questions

concerning changes in this policy will be referred to a joint committee.

Section 7. Information Concerning Reading Scores

Whenever reading scores are published, the District will provide full and correct interpretations of the scores.

Section 8. Grade Books

A. Grade books purchased by the teacher are the property of the teacher. The information contained in any grade book or any other method of grade data storage employed by the teacher (including but not limited to computer storage) is the property of the District and represents a confidential assessment of student performance to be shared with a Principal or higher level administrator of the District, other District professionals responsible for the instruction of the student, and the parent/guardian only. Regardless of the method the teacher chooses to employ to maintain his/her grades, grades as reflected in the grade book shall be available to be shared by the teacher with the Principal and other District professionals responsible for the student's education, including the parent/guardian. Teachers will complete and submit to Principals report cards or grade scan sheets at the close of each marking period. No other group with the exception of law enforcement agencies has any right to receive information from a grade book. A teacher may choose to voluntarily cooperate with any other such request based upon current District policy.

B. If grade books are collected at the end of the school year, teachers shall have reasonable access to a copier to make a copy of the grade book. If the grade book belongs to the District, the teacher shall retain the copy. If the grade book or other method, including computer storage, belongs to the teacher, the teacher shall make a copy of the grades which shall be retained by the District. The District shall provide computer disks for copying grade information to teachers who elect to store grades electronically. The grade book or copy of the information in the grade book or data storage system retained by the District shall be available to the teacher in the next school year.

C. A student or his/her designee has no right to any grade book information except that which directly relates to him/her.

ARTICLE 17
SYSTEM SENIORITY

Section 1. Definition

System seniority shall be defined as the number of years

of consecutive employment as a teacher in the District, unless otherwise specified.

Section 2. Computation of Seniority

In computing seniority, the following shall be adhered to:

A. Military service in a time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when teaching service is interrupted.

B. In the event of a leave of absence for professional growth, the teacher will be credited for the period of time involved.

C. In the event of parental leave or any other leave of absence, the teacher shall retain the seniority acquired at the time of taking leave and shall begin with that seniority upon return to teaching.

D. Teachers who resign their positions and are later reemployed shall lose that seniority acquired before resignation unless he or she is re-employed in a school year consecutive to that of the resignation.

E. An employee working for the District is earning seniority credit with the District regardless of the source of the funds for all or part of his or her compensation.

Section 3. Application

System seniority shall apply as specified in the Agreement.

Section 4. Seniority Tie-Breaker

Where, after applying the above procedures, two teachers share identical seniority positions because of the same effective date of employment, the following tie-breakers will be utilized in the following order:

1. Effective date of initial (non-break-in-service) regular teaching contract (non-substitute, non-supplementary);
2. Length of prior District service in regular teaching position where the break-in-service is for a period of two calendar years or less;
3. The date of commencement of last continuous service as a substitute teacher where 120 days or more have been served in the school year immediately preceding commencement of current regular teaching service;
4. Date application for employment for current regular teaching service was received in Human Resources;
5. Length of prior District service in regular teaching position where the break-in-service is for a period of more than two (2) calendar

years;

6. The date of commencement of last continuous service as a substitute teacher where less than 120 days have been served in the school year immediately preceding commencement of current regular teaching service;
7. Random blind draw conducted by representatives of the CTU and the District

ARTICLE 18
TEACHER TRANSFER POLICIES AND PROCEDURES

Teacher, as used in this Article, shall mean certificated teaching personnel under continuing or limited contract on the teacher's salary schedule in the District.

Section 1. Necessary Transfers

A. Defined. Necessary transfers are transfers initiated by the administration after notice and discussion with the Union because of:

1. Enrollment changes;
2. Opening or closing positions or programs;
3. Staffing new buildings;
4. Compliance with court-ordered desegregation.

B. Necessary Transfer Procedure.

1. When a transfer is necessary, the teacher shall be consulted and then notified in writing no less than five (5) working days before the effective date of the transfer. If the teacher makes a written request to return to his/her previous worksite, he/she shall have the first right to return during the year of the original transfer or the following year, if the conditions which caused the transfer change enough to warrant a return.
2. The responsibility for assignment of teachers rests with the CEO. Necessary transfers shall have precedence over all other requests.
3. Persons identified to be transferred for the purpose of desegregation shall be given evidence in writing as to why and how they were chosen under the court order. Written notification of said transfer will be made before the actual transfer is implemented, unless court mandates or conditions beyond the control of the District and administration dictate the transfer be made prior to written notification. If the person to be transferred can produce evidence that the reasons given for the transfer are invalid, a

grievance may be filed.

4. There shall be no necessary transfers due to enrollment after October 1st except in cases where there are new programs which begin during the school year or positions which cannot be filled by posting procedures. In such cases, there shall be at least thirty (30) working days notice and consultation.
5. A conference will be held wherein the teachers will select in order of seniority from available positions. Human Resources will extend all due courtesy to the teacher and make every effort to accommodate his/her requests.
6. Teachers transferred for purpose of staff integration will have available to them a workshop on Intergroup Relations.
7. In the case of necessary transfers, teachers affected may request the District to haul job-related materials from the old worksite to the new worksite.

C. Determining Seniority for Necessary Transfers. Seniority in necessary transfers of teachers shall be determined by system seniority only, using the tie-breaker system listed under Article 17, Section 4, if necessary. Substitute teachers who are assigned as full-time teachers shall earn system seniority on the basis of one (1) year credit for each one hundred and twenty (120) days of service within a school year.

D. Application of the Seniority System in Necessary Transfers.

1. Secondary schools (middle and high schools) will apply the seniority system in necessary transfers on a departmental basis.
2. Elementary schools and K-8 schools will apply the seniority system in necessary transfers on a school basis, except in Kindergarten, Child Development, Special Education and the Special Subject (ESP) Areas. In Kindergarten, Child Development, and Special Education, the seniority system in necessary transfers will be applied on a departmental basis. In an effort to offer a variety of educational opportunities, in the Special Subject (ESP) areas, the seniority system in necessary transfers will be applied by certification/licensure. Refer to Article 10 Section 1 (P)(2)(h).
    a. Seniority of teachers in the schools involved shall take precedence in assignment.

b. The CTU will meet with the central office administration to determine specific procedures in the reassignment of staff. The procedures shall include meetings of involved faculties to explain the transfer procedures.

E. Exemptions to Necessary Transfers. The following will be exempt from necessary transfers:

1. The CTU Chapter Chairperson;
2. Two (2) secondary school teachers identified by position only determined by the Principal of each secondary school after notice and consultation with the building's UCC. In schools with more than 600 students and less than 900 students, three (3) teachers identified by position only may be selected, and in schools with more than 900 students, four (4) teachers identified by position only may be selected. Such selection shall be made from the following list in a written mutual agreement by the first of March or there shall be no exemptions for the following school year except that of the CTU Chapter Chairperson:
   a. One or more head coaches in any sport in Senior High;
   b. Department Heads;
   c. Athletic Director in Senior High;
   d. Dramatics Director in Senior High;
   e. Newspaper Advisor in Senior High;
   f. Student Council Advisor in Senior High;
   g. Any special exemption agreed to by written mutual agreement of the Principal and the UCC. If agreement on such a special exemption cannot be reached, there will be no such special exemption.

F. If a person is transferred, then effective on the first day of the second grading period, this person carries with him/her all system seniority accumulated to that time.

Section 2. Transfer & Death Benefits

The District will set aside $25,000 as a pool of money each school year to fund substitutes for teachers involuntarily transferred after the start of the school year. Up to the limits of the funding, each teacher involuntarily transferred:

1. shall receive one (1) day (with no pupils) to pack up in their old assignment, and
2. shall receive one (1) day (with no pupils) in the new building in order to become organized. If there are any funds left at the end of the school

year from this pool of money, the beneficiaries of employees who have died the previous year and had accumulated sick days are entitled to severance pay as if they had retired. If insufficient funds remain to fully pay each beneficiary, each shall share a proportionate amount based on the relative sizes of the severance pay.

Section 3. Special Transfers

A. Special transfers are transfers requested by either teachers or administrators for the purpose of promoting the best interest of the District.

B. Special transfers shall be effected only after a conference among the teacher, the Principal, the Regional Superintendent, the President of the CTU or his/her designee.

Section 4. Voluntary Transfers

A. Voluntary transfers are transfers initiated at the request of the teacher for reason of:

1. Health;
2. Professional adjustment;
3. Opportunity for broadening experience;
4. Personal reasons.

B. Teachers will be afforded the opportunity to indicate their willingness to accept a transfer for the purpose of desegregation. These teachers will be transferred before any other teachers are reassigned, insofar as the transfers meet the specifications of the court order.

C. A request for voluntary transfer shall be made in writing, to the appropriate supervisor or organization, on a form provided by Human Resources. Voluntary transfers shall be requested by April 1 of the school year, unless unusual conditions present themselves. The Principal shall be informed concerning the request for transfer by the personnel supervisor. Request for transfer may be withdrawn upon written notification by July 1. All requests for transfers expire at the conclusion of the following semester of the ensuing school year. Refiling of expired requests will be necessary if further consideration is desired.

D. Each month from April 1 through November 1, a list of anticipated open positions shall be sent to each building, to the CTU office and shall be posted outside Human Resources. This list shall show the positions and buildings wherein vacancies exist. A teacher desiring a transfer to such a position shall apply in writing for an interview with the Principal of said building. An interview will be held. Any positions not filled, for the ensuing school year, will be filled by Human Resources.

Section 5. Procedural Protections

A. The District agrees to implement the following procedure when it becomes necessary to reassign an employee pending an investigation of alleged misconduct.

1. Such reassignment shall occur only in emergency circumstances in which the best interests of the District, teacher, or student would be served. Emergency removal and reassignment of a bargaining unit member is warranted when circumstances are such the member is in clear and imminent danger or the District believes he/she poses a clear and imminent danger to others. The appropriate Regional Superintendent (only) or the CEO (only) shall authorize such an emergency removal. If the member or the CTU believes that the emergency removal was not necessary, the CTU may submit a grievance alleging the emergency removal was unjustified and/or inappropriate, and the issue to be decided by expedited arbitration if the grievance is not sustained by the District;
2. Such reassignment shall be authorized by the Regional Superintendent;
3. Before such reassignment occurs, the employee shall meet with the Principal, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. If the Principal finds sufficient cause, the Regional Superintendent shall be informed and reassignment shall be requested. Before the end of the next school day, the Principal shall submit a written notice of the alleged charges to the employee;
4. The appropriate Regional Superintendent or other mutually agreed upon hearing officer shall convene a fact-finding hearing within five (5) school days after the employee has been reassigned. Employees shall be entitled to due process protections during the fact finding proceedings, which at a minimum shall include:
    a. Written notice of the charges;
    b. The right to request Union representation;
    c. A copy of all evidence in the District's possession related to the charges;
    d. A meaningful opportunity to respond to charges, which may include the presentation

of other evidence;

If a fact-finding hearing is not conducted within five (5) school days, then the Regional Superintendent or other mutually agreed upon hearing officer shall: (i) return the employee to his/her assignment and continue the investigation; (ii) request an extension under paragraph 7 below; or (iii) drop all charges. That Regional Superintendent or other mutually agreed upon hearing officer shall submit a written recommendation to Human Resources within ten (10) school days after the fact-finding hearing concludes or the charges will be dropped;

5. After receiving a recommendation from the Regional Superintendent to initiate disciplinary action, the responsible administrator within Human Resources shall conduct a disciplinary hearing within five (5) school days;
6. Human Resources shall submit a written recommendation regarding appropriate discipline within ten (10) school days after the disciplinary hearing has concluded, assuming there has been a finding of guilt on the part of the employee involved;
7. The timelines delineated above may be extended by written mutual agreement of the parties.

B. If the alleged misconduct also is the subject of a criminal investigation, then the proceedings described above shall be held in abeyance after the Regional Superintendent submits his/her recommendation. The employee shall remain on reassignment until all criminal proceedings have been concluded, at which time the procedures described above shall be reinstituted.

C. The parties agree that any reassignment of a regular employee with pay pending an investigation of alleged misconduct does not constitute disciplinary action against that employee.

D. The parties agree that the responsibility for requesting CTU representation under the circumstances described in Article 2, Section 1, of the CTU/District Collective Bargaining Agreement rests exclusively with the employee, and failure of the employee to request CTU representation shall constitute a waiver of such rights. The District shall not deny a request for CTU representation when requested.

E. The arbitration award in CTU's grievance filed with the American Arbitration Association and docketed as Case No. 53 390 00393 92 shall be treated as null and

void to the extent that such award is inconsistent with this language.

Section 6. Professional Conduct

A. The District shall have the right to suspend, discipline, demote or discharge for just cause, under arbitral law.

B. The purpose of discipline is to improve the work performance and conduct of the employee affected. As a result, the District acknowledges its commitment to practice progressive discipline whenever appropriate.

C. Prior to any recommendation regarding discipline, the District will conduct a thorough investigation which shall include a fact-finding hearing. The employee shall meet with the immediate Supervisor, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. Employees shall have the right to request union representation. Fact-finding hearings involving employees who have been reassigned will be governed by Article 18, Section 5, Procedural Protections. For employees who have not been reassigned, fact-finding hearings will be conducted by the immediate Supervisor at the employee's worksite. Employees will be afforded due process in all fact-finding proceedings, which at a minimum shall include:

1. Notice of the specific allegations being investigated;
2. The right to request Union representation;
3. A copy of all evidence in the District's possession related to the allegations;
4. A meaningful opportunity to respond to allegations, which may include the presentation of other evidence;
5. A written decision with rationale from the fact finder within ten (10) working days.

D. Written reprimands will be considered a form of discipline, and are governed by Article 7, Complaints and Files.

E. Prior to any recommendation for discipline which may result in a demotion, suspension, or termination, an employee shall be entitled to a pre-disciplinary hearing. Employees shall be entitled to due process protections during the pre-disciplinary process, which at a minimum shall include:

1. Written notice of the charges at least five (5) working days prior to the scheduled pre-disciplinary hearing;
2. The right to request Union representation;
3. A copy of all evidence in the District's possession related to the charges;

4. A meaningful opportunity to respond to charges, which may include the presentation of other evidence;
5. A written decision with rationale from the hearing officer within ten (10) working days of the pre-disciplinary hearing.

F. An employee may appeal discipline issued by the District through the grievance procedure.

G. All disciplinary hearings shall be conducted in a private and professional manner.

H. Only those individuals having directly witnessed an alleged event which is the subject of a disciplinary hearing – the CTU bargaining unit member and his/her CTU representative, the Principal and the administrator conducting the hearing (if different from the Principal) – shall be present in disciplinary hearings involving CTU bargaining unit members. The sole exception shall be when it is agreed by the CTU bargaining unit member and the administrator conducting the hearing that the parent(s)/ guardian of an involved student should also be present.

I. Article 18, Section 5 shall not supersede Article 20, Section 1(C) and Section 2(B-C) regarding absence and tardiness/ early departure abuse.

Section 7. Consent Decree

The District is bound by the Consent Decree entered in *Reed v. Rhodes*. For the purposes of this Agreement and notwithstanding any of the provisions of this Agreement, the parties agree to utilize the procedure for intervention and reconstitution entitled "Schools Requiring Intervention." *(Appendix G).*

ARTICLE 19
LAY-OFFS AND RECALLS

Section 1. Lay-off Guidelines

No employees shall be laid off until after all normal attrition has been effectuated. When lay-offs become necessary, including reduction of staff for the reasons set forth in R.C. 3319.17, the following procedures will be followed:

A. The District will provide certificated/licensed District personnel with thirty (30) school days' notice of lay-off; provided, however, that an employee must be available for work for those thirty (30) days (including on a substitute basis) to be eligible for their regular pay during that period.

B. Teaching personnel will be laid-off in the following order:

1. Temporary and/or substitute teachers.
2. Limited contract teachers.
3. Continuing contract teachers.

C. Limited or continuing contract teachers who are laid-off shall be laid-off in inverse order of system seniority in the teaching areas affected according to each teacher's certification/licensure at the time of the proposed lay-offs. If a teacher in the area affected holds alternative certification/licensure, he/she may choose to transfer to a position using the alternative certification/licensure but may not utilize the certification/licensure in the area he/she would have been laid-off in until he/she would have been eligible to be rehired from the recall list.

D. Where, after applying the above procedures, two teachers share identical seniority positions because of the same effective date of employment, the tie-breaking procedure set forth in Article 17, Section 4, Seniority Tie-Breaker will be used.

Section 2. Recall Guidelines

A. The District shall provide the Union with a recall list for employees represented by the Union for each job category in which lay-offs have occurred. Additions to those recall lists shall be sent in writing to the Union as soon as the employees are laid-off. A complete updated list shall be provided to the Union on at least a quarterly basis.

B. Employees who are laid-off shall be placed on a recall list for all teaching areas for which they hold certification/licensure at the time of lay-off. Teachers who acquire additional certification/licensure after lay-off also shall be placed on the recall list for those teaching areas. Each recall list will rank employees in accord with their continuing or limited contract status seniority. An employee shall remain on a recall list for five years after the lay-off. A bargaining unit member on the recall list shall be responsible for notifying Human Resources of a change of home address and phone number. Failure to do so constitutes a waiver of recall.

C. When a vacancy occurs in a teaching area, it shall be filled by the most senior employee with continuing contract status on that recall list, and if there are no employees with continuing contract status, then by the most senior employee with limited contract status.

D. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list, except as provided in Section E below. The District will not fill any position with a new hire while a recall list for that teaching area is in effect

except as provided in Section E below. All day-to-day substitute or temporary employees shall be hired from the recall list for the teaching area in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute or temporary help list must inform the District of that in writing at the time their lay-off becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that laid-off employee. Laid-off employees shall be offered such a request form.

E. However, any employee who is recalled after July 10th of the upcoming school year shall have the option to refuse the recall if he or she has the documentation showing that he/she has already entered into a contract with another school district for that school year and has further documentation that he/she can not be released. The employee will remain on the recall list in the order of system seniority. An employee may refuse recall under this circumstance for one-time only. An employee who refuses to accept a second opportunity for recall, provided the recall is not in the same school year as the first refusal, shall be removed from the recall list .

F. When a vacancy occurs in an area which requires no specific certification/licensure, it shall be posted, and the individuals on the lay-off list may apply for consideration. Until everyone on the lay-off list has had an opportunity for consideration, the District will not go outside the lay-off list to fill these positions

G. Individuals shall not be required to accept positions outside their specific area of certification/licensure. Individuals who are laid-off and who subsequently accept positions in areas which require no specific certification/licensure, as in "F" above, retain their place on the lay-off list in their area of certification/licensure and the right to return to an assignment in their area of certification/licensure when a vacancy occurs.

Section 3. Insurance or Health Plan Coverage While on Lay-off

During the period an employee is on the recall list, that employee may continue his/her insurance, or health plan coverage, by payment of the appropriate premiums in a manner specified by the District.

Section 4. Classification Switch

Any qualified certificated/licensed employee who is laid-off, desires to be considered for a vacant classified position, makes that desire known in writing to the Division of Classified Personnel, and applies through the job posting

or Civil Service process shall be seriously considered for a classified job opening within the restrictions of the agreements between the District and other bargaining unit locals, and following other applicable Civil Service rules.

ARTICLE 20
ATTENDANCE POLICY

Section 1. Attendance Regulations

A. Absence Reporting. The Principal and the UCC shall by written mutual agreement agree to any changes in current reporting practices. Supervisors must inform employees of the absence reporting practices in writing, including where, when, and whom to call when reporting an absence. Employees must report all absences prior to the start of their work time, or as soon thereafter as possible. If an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.

B. Attendance Record keeping. All absences must be reported accurately by the employee on the District's Employee Absence Report Form. *(Appendix F)* The date of the absence and reason(s) must be recorded by school office personnel on the Employees Time Record Form.

C. Absenteeism Abuse.

1. Definition of Absence Abuse.
    a. Abuse of sick leave is the use of sick leave for reasons not permitted by law.
    b. Pattern absence may be an abuse of absence privileges. Pattern absence will be defined as those absences which occur with repetition.
2. Implementation of the Absence Abuse Program. If abuse is suspected and documented, the supervisor will take the following steps:

STEP ONE

a. The employee suspected of abusing sick leave will be informed of his/her alleged abuse. An opportunity for explanation by the employee shall be provided and the employee shall be afforded due process. After due process is afforded, if a reasonable explanation is provided, the matter will be considered resolved. If a reasonable explanation is not provided, the employee shall be informed that if the absence abuse persists, disciplinary measures may be taken.
b. At this step, the supervisor will inquire of

the employee whether there is/are specific problem(s) which may be the reason(s) for the employee's absences. If circumstances exist which make the employee reluctant to provide an explanation to his/her immediate supervisor, the employee may request that the matter be transferred to the respective supervisor at the next higher level.

c. A letter summarizing the conferences and its conclusion(s) will be presented to the employee within three (3) working days after the conference has been held.

d. If a reasonable explanation to the concerns has not been provided, a copy of the letter summarizing the conference and warning the employee will be sent to the appropriate personnel office after the employee acknowledges receipt of the letter by signing the copy at the appropriate space on the copy which shall state that the employee's signature signifies only the receipt of the letter and not necessarily agreement with the contents. If the employee refuses to acknowledge receipt by signature, the supervisor will so indicate on the letter and secure the signature of a witness who will certify that the employee received the letter and refused to acknowledge receipt by signature.

STEP TWO

After having received a letter of warning described above, the next suspected absence abuse will be handled in the manner set forth above. If a reasonable explanation is not provided, the employee will be given a second letter of warning which shall inform the employee that the conduct constitutes continued absence abuse. The procedures set forth above concerning presentment, acknowledgment and transmittal of a copy to the appropriate personnel office will be followed.

STEP THREE

If continued absence abuse is suspected, the supervisor will request the employee to attend a pre-disciplinary hearing. At the hearing, the supervisor will inform the employee of his/her alleged continued pattern of abuse. The employee will be given an opportunity to present his/her reasons for the absences in question.

If after the hearing, the pattern of absence is without reasonable explanation the supervisor will inform the

employee that he/she is being recommended for a three (3) day suspension without pay. The employee will also be warned that future unexcused absences may result in recommendations for termination. The letters of warning and suspension will become part of the employee's file and will follow the letter-filing procedure above. Occurrences of absence abuse shall not be considered for purposes of this regulation after thirty-six (36) calendar months.

STEP FOUR

If an employee continues to demonstrate absence abuse despite written warnings and suspension, dismissal will be considered. A recommendation for such action by the Principal/administrative head of the department for a pre-termination hearing for the employee will be made to the Executive Director of Human Resources. If the Executive Director of Human Resources, concurs with the recommendation he/she will forward the recommendation to the District's hearing officer. The District's hearing officer will schedule a pretermination hearing and advise all parties of the date, time and place of the hearing. Based on information presented at the hearing, the hearing officer will make recommendations to the Executive Director of Human Resources. The Executive Director of Human Resources will advise the Principal/administrative head of the department of appropriate next steps in accordance with the Ohio Revised Code, and the Agreement. The Executive Director of Human Resources will process appropriate paperwork if the decision is made to terminate the employee.

3. Form letters used in Step Two and Step Three of the Absence Abuse Program may be modified to require a physician's statement at Step Two, and a physical examination at Step Three. Said modification of forms (including those in Appendix F in the contract) will be mutually agreeable to both the Union and the District.

Section 2. Tardiness/Early Departure Abuse

A. Tardiness/Early Departure Record Keeping. The Principal and the UCC shall by written mutual agreement agree to any changes in current reporting practices. Supervisors must have a written procedure informing employees where, when and whom to call to report tardiness. Each employee who anticipates being tardy must inform his/her supervisor by telephone as early as possible.

B. Tardiness/Early Departure Abuse.

1. Tardiness abuse may exist if an employee

repeatedly is late without reasonable excuse so that the tardiness recognizably interferes with the employee's performance of assigned duties or disrupts the performance of other employees' duties.

2. Early departure abuse exists when an employee leaves work before the end of the prescribed work day without administrative approval. In an emergency situation, an employee may leave work without administrative approval. If a teacher leaves work early without approval of the supervisor in an emergency situation, it is the teacher's responsibility to insure his/her classes are properly supervised. However, the supervisor will be required to approve/disapprove the early departure upon the return of the employee to work. It is the employee's responsibility to make every effort to contact his/her supervisor to inform him/her of an early departure.

C. Implementation of Tardiness/Early Departure Abuse Discipline. Once tardiness abuse or early departure abuse has been suspected and documented, the supervisor will follow the procedures set forth concerning absence abuse.

ARTICLE 21
LEAVES OF ABSENCE

Section 1. Sick Leave

A. Employees are allowed sick leave with pay on the basis of their accumulated sick leave. *(Appendix F).*

B. Each eligible employee shall have eighteen (18) sick leave days, fifteen (15) of which shall be accumulated at a rate of .75 days per pay period for twenty (20) pay periods or at a prorated accumulation rate based on a percentage of employment. The accrual of these fifteen (15) sick leave days shall begin at the first pay period in which payment for ten (10) actual work days are paid. Up to three (3) sick days, on a prorated basis, shall be eligible for use as unrestricted special privilege leave days using the guidelines set forth below. The receipt by all eligible employees of these three (3) days of special privilege leave shall be on July 1 prior to the start of the ensuing school year.

C. Employees may request the fractional use of sick leave if they are late or must leave early due to illness or medical appointments. Sick leave shall be charged at the

rate of .125 days per school period of absence.

D. Employees may accumulate an unlimited number of sick leave days. (See Article 26, Retirement & Severance Pay, concerning payment for accumulated sick leave as severance pay.)

E. An employee who has exhausted his/her sick leave or a new teacher may be advanced up to five (5) days sick leave within the current school year. This advance sick leave must be earned during the remainder of the year. Unearned sick leave charged to an employee will, at the end of the contract year, result in loss of pay for the days unearned.

F. The District will establish a sick leave bank. All employees may donate sick days. A review board comprised of six (6) representatives named by the Union and six (6) representatives named by the District will be formed. This review board will develop the guidelines for loan distribution. Sick day donations shall be governed by the "Guidelines for Donating Sick Leave." *(Appendix N).* The donation must be reviewed by the Principal and then approved by Employee Services and the Payroll Department.

G. In accordance with Ohio law, the District shall require all personnel to furnish a written, signed statement on forms prescribed by the District to justify the use of sick leave. *(Appendix F).*

H. Sick leave for night and summer school employees will be allowed from each employee's accumulated sick leave earned during the regular school year. An employee reporting sick on a regular day assignment will be paid for the night assignment, but a proportionate amount of a day's sick leave will be calculated by the Chief Financial Officer and deducted from his/her accumulated sick leave in addition to the deduction from his/her accumulated sick leave for his/her day absence. An employee reporting sick on a summer school assignment may use his/her accumulated sick leave, but will have a proportionate amount of a day's sick leave deducted from his/her accumulated sick leave in a manner to be calculated by the Chief Financial Officer. Teachers shall apply for summer school or night school with the expectation of being present every day for instruction. Teachers absent more than two (2) consecutive days from summer school shall provide, upon request, medical verification or other documentation as necessary to validate the absence. If no such documentation is provided within seven calendar days of the commencement of the absence, the employee may be disciplined.

I. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, and to illness, injury or death in the employee's immediate family – Ohio Revised Code – Section 124.38.

Section 2. Leave of Absence for Extended Illness

A. Employees requesting a leave of absence due to extended illness will use the Leave of Absence Form found in Appendix F.

B. In both personal and family illness, the employee, upon returning from the leave of absence, has a priority to return to the original assignment or a mutually agreed upon assignment.

Section 3. Leave of Absence for Professional Study and Military Leave

Employees requesting a leave of absence for professional study or military service will use the Leave of Absence Form found in Appendix F.

Section 4. Sabbatical Leave

A. Eligibility Requirements.

1. The employee must have seven (7) years of continuous teaching service in the District.
2. The employee must be on a continuing contract.

B. Seniority shall govern, consistent with satisfactory District teaching service.

C. Employees requesting a sabbatical leave will request a Sabbatical Leave Form *(Appendix F)* from Human Resources at the Administration Building.

Section 5. Special Privilege Leave

A. Consideration will be given to written requests for special privilege leave (not exceeding three (3) days in any school year) which cannot be legally charged to sick leave. These shall include:

1. Religious holy days not included in the school calendar.
2. Compulsory court appearance.
3. Marriage in the immediate family, i.e., self, son daughter, brother, sister, mother, father, member of the immediate household.
4. College graduation, i.e., self, spouse, son daughter, brother, sister, mother, father, member of the immediate household.
5. School related conference for employee's child.
6. Clearly specified family emergency.

7. Death of a person not covered by sick leave who was a member of the bargaining unit member's household or otherwise stood in a significant relationship with the bargaining unit member.

B. Fractional use of special privilege leave shall be allowed in one-half (1/2) day increments.

C. Except in an emergency, such requests must be directed to the designated Regional Superintendent well in advance of the date. Such leave shall be granted without loss of pay and shall not be deducted from the employee's accumulated sick leave.

D. Unrestricted Leave.

1. These days shall not be taken during or before the first full week of student attendance or last ten (10) working days of the school year or the work day before or after a paid holiday or vacation period.
2. In emergency situations during the times noted in 1, above, approval may be granted by the Principal using the family emergency procedure. Emergency shall be defined as a situation over which the employee has no control and the employee did not participate in the decision for when the event was/is to occur.
3. Other than as an emergency, SPL days shall not require approval, explanation, or documentation.
4. This leave shall not need justification or explanation by the employee but the applicant will give two (2) days notice except in emergency. Written notice must be on file in the payroll office before pay for that day is granted.

E. Employees requesting special privilege leave will use the Special Privilege Leave Form found in Appendix F.

Section 6. Parental Leave

A. An employee requesting parental leave will use the Leave of Absence Form found in Appendix F and provided by the District. An employee shall be granted an unpaid parental leave of absence of up to three (3) years. The employee shall be afforded the opportunity to use accumulated paid sick leave during such parental leave for up to one (1) year, but use of such sick leave shall not extend the parental leave beyond three (3) years. The employee may choose to use or not use accumulated sick leave.

B. The employee shall notify the Executive Director of Human Resources at least thirty (30) days in advance of the effective date of such leave except when such notice cannot be given because of medical considerations as determined by the employee's attending physician. An

employee returning from a parental leave of absence of twelve (12) weeks or less shall be returned to the school assigned prior to the leave of absence. An employee returning from a parental leave of absence of greater than twelve (12) weeks shall be assigned to a comparable position (if available) in which she/he left with no assurance of return to the original school. An employee returning from a parental leave of absence will retain all system seniority.

C. A pregnant employee may continue working until such date as she and her physician determine that she should no longer work. There are no restrictions relative to the number of parental leaves that an employee may request. Employees will be entitled to annual increments for each academic year in which they are in pay status for 120 days.

D. An employee adopting a child under the age of three (3) shall be eligible for parental leave of the same duration as a parent with a newborn. An employee adopting a child between the ages of three (3) and six (6) shall be eligible for parental leave which is the same except all time references are halved.

Section 7. Assault Leave

A. Definition. For the purpose of being eligible for an assault leave, an assault is defined as a physical injury inflicted by intentional or unintentional actions of others in violation of school policies and regulations upon an employee in the course of employment or at a District sponsored event which results in a physical disability which precludes an employee from working. In order to be eligible for assault leave benefits under this section, the employee must report the assault to the Principal or other District Administrator as soon as possible.

B. Psychological or Emotional Trauma. An employee who suffers medically diagnosable psychological or emotional trauma resulting from a physical assault committed in the course of the employee's employment or at a District sponsored event which precludes the employee from working may also be granted an assault leave. If an employee applies for an assault leave, he/she shall also apply for Workers Compensation at the same time. Assistance to apply for Workers Compensation shall be provided by the District to employees who apply for assault leave.

C. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties for the District, shall be maintained in full

pay status, on assault leave, for the period of time set forth in paragraph D herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned.

A certificate from a licensed physician stating the nature of the disability and its anticipated duration should accompany an assault leave form furnished by the District. A copy of the form is found in Appendix F.

Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical or psychiatric examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

If an employee's absence resulting from assault is covered by Workers Compensation, the District shall provide the additional compensation that will provide the employee with the same pay rate received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave or the duration of the school year (whichever is longer). If the payment from the District reduces Workers Compensation payments, the District will make the employee whole for his or her full pay.

D. An employee shall be granted an assault leave of up to three (3) calendar months unless the employee has had a claim resulting from the assault approved by the Bureau of Workers Compensation, in which case the employee shall be granted an assault leave of up to six (6) months or the duration of the school year (whichever is longer). The employee shall be limited to compensation paid through Workers Compensation after six (6) months or the duration of the school year (whichever is longer).

E. The requirements of the preceding paragraphs of this section shall be prospectively applied to employees on assault leave as of September 1, 1993.

Section 8. Leave of Absence for Parent Teacher Association (PTA)

Teachers elected as delegates to local, state or national PTA conferences will be entitled to a leave of absence with pay. Up to five (5) teacher delegates will be considered to attend such conferences upon approval of the designated Regional Superintendent. A copy of the form is found in Appendix F.

Section 9. Political Leave

Employees who are appointed or elected to a full-time position with a local, state, or national government shall be

granted unpaid leave for the period of time such office is held. After leaving office, the employee shall be permitted to return to a comparable position (if available) with the District with the same seniority and proper placement on the salary schedule, which shall be in accordance with his/her total years of employment recognized at the time of such leave and his/her certification and appropriate college credit. A copy of the form is found in Appendix F.

Section 10. Family Care Giving

Up to one (1) year of unpaid leave shall be granted, upon request, for the purpose of care for an ill family member. Family is specifically defined as child, father, mother, sister, brother, spouse, stepparent, or step-child. Unpaid leave shall be granted only after all personal leave days and accumulated sick leave days have been used. The employee is entitled to return to a comparable position (if available) in the District. If the employee is in pay status for 120 or more days in the current school year, he/she is entitled to the annual step increase and seniority credit. A copy of the form is found in Appendix F.

Section 11. Four Year Plan

An employee with more than seven (7) years of seniority in the District may opt for a "Four Year Plan" by giving written notice to Human Resources at least two (2) weeks prior to the first scheduled pay period of each school year. The Four Year Plan is defined as follows:

A. For three (3) consecutive school years, each participant performs his/her regular duties. However, the gross pay for each pay period shall be only 0.75 of the scheduled amount. Employee benefits will remain unaffected.

B. By April 1st of the third year of the plan, the participant must notify Human Resources as to whether or not he/she will be a member of the staff for the fourth year of the plan. Following such notification, the District will make staffing decisions occasioned by the participant's election.

C. During the fourth year of the plan, the participant shall not be assigned a position within the District. The participant shall receive at the normal pay interval, mailed to the address of his/her preference, a check to be calculated as follows: The amount of the check shall be equal to 0.75 of the average of the scheduled wage amount of the preceding three (3) years, minus the cost of providing the participant's employee benefits. During this year, no sick days shall be accumulated. All seniority continues to accrue and the participant shall have the right

to return to a comparable position at the school he/she left, if available.

D. The participant's interest in the money withheld from his/her paycheck vests at the end of the third year. Therefore, if, at the participant's discretion, he/she wishes to continue working another year, he/she may make that election by April 1st of the third year of the plan and opt to receive all amounts withheld (less applicable deductions required by law) by July 1st of that year. In such instances, the Four Year Plan is considered canceled.

Section 12. Leave Without Pay

Upon five (5) working days notice, a bargaining unit member may be granted up to ten (10) days leave without pay, if approved by the Principal and the Executive Director of Human Resources or her/his designee.

ARTICLE 22
SUBCONTRACTING

No work which is or could be performed by members of the bargaining unit without any additional training shall be subcontracted except by mutual agreement between the Union and the District, so long as active employees of the District or employees on a recall list are willing to perform that work. If said employees are unable to complete the job within a reasonable time, then outside services shall be contracted, but only after or simultaneously with all the employees on the recall list in the affected classification being returned to work.

ARTICLE 23
WORKING CONDITIONS FOR SPECIAL GROUPS —CERTIFICATED PERSONNEL

Preamble. Adult Education Instructors, Guidance Counselors, LD Tutors, Nurses, Occupational Therapists, Physical Therapists, Psychologists, Social Workers, Speech Language Pathologists and all other educational service providers employed by the District, including art, music and physical education teachers, are entitled to an equitable share in each building's funds and resources for each school year. Building budgets will take into account the needs of each of the educational service providers assigned to that building each school year. Educational service providers will be provided access to the photocopying facilities, typewriters and computers available in their building(s). Space will be provided with access to a telephone line, lockable file cabinets and other

supplies, as appropriate. In addition, educational service providers will be offered the opportunity to receive appropriate computer training during professional days during the life of this Agreement. Finally, the District will develop, purchase and/or utilize a method of providing school nurses with access to students' emergency information.

Section 1. Student Council Advisor in Secondary Schools

Teachers appointed as Student Council advisors will be given one (1) period per day to work with the Student Council.

Section 2. Media Specialists

A. Library Committee. A conference-type Library Committee will be formed with Union representatives from the elementary and secondary school libraries to meet on a regularly scheduled basis with the Director of Educational Media Services.

B. Released Time for Library Department Staff of Secondary Schools. The media specialist-in-charge shall be permitted to attend building department head meetings where there is another media specialist available or under circumstances that the absence of the media specialist-in-charge does not conflict with regular operation of the library. In all secondary schools (high school/special school and middle) the library department will be allotted a total of one half day per month of released time, used by only one of the media specialists in each school each month, to examine new books and media to meet the needs of their respective buildings. Scheduling of the released time referred to above will be arranged with the Principal, the media specialist-in-charge and the Supervisor of Media Services. No substitute for this released time will be provided. In buildings with more than one professional media specialist, this time will he shared equally among the professional staff.

C. Elementary/K-8 Media Specialists. In elementary/K-8 schools where there is more than one (1) media specialist assigned to a building, the Supervisor of Media Services will designate one as media specialist-in-charge.

D. Media Specialists. Elementary/and K-8 media specialists are responsible for the same number of assignments as regular classroom teachers per day. Media Specialists in K-8 buildings will not be assigned Team time.

Section 3. School Nurses

A. The District is obligated by statute to defend nurses who are sued for acts arising from their employment

unless their actions are manifestly outside the scope of their employment, and to indemnify them against any adverse judgment unless their actions are outside the scope of their employment.

B. The CTU Nurses Conference Committee will meet with the nursing supervisor(s) on a regular basis during the school year to discuss problems of concern to school nurses.

C. Every effort shall be made to provide no more than four (4) school assignments for each nurse.

D. An individual school's IEP schedule shall be made available to that building's school nurse. At the request of the Principal, or nurse, the nurse shall participate in the IEP conference for individual students. For any student assigned to a school with a medical condition addressed in an IEP or 504 Plan, the nurse or nurse supervisor shall be a part of, or consulted by, the IEP or 504 Plan Team.

E. Changes in school assignment shall consider the ability, education, experience, seniority and any other non-arbitrary objective factors that may be appropriate in making such a determination. Such factors shall be published prior to the assignment process.

F. The school nurse shall be provided a copy of the R910 listing of students, or similar list in alphabetical order, for each assigned school by the start of the school year. These listings shall be updated as necessary.

G. A Joint Administrative and Nurse Committee (JANC) shall be formed with equal representation from the administration and the CTU. This committee shall have the following responsibilities:

1. Draft new procedures and guidelines for required nursing interventions to be used when caring for students with medical problems and make recommendations to the CEO for consideration and implementation of approved recommendations by the end of the first semester of the 1996-97 school year.
2. Prepare a general statement regarding the District's medication policies and guidelines for the approval of the District. The approved statement and form will be included in the school calendar sent to all parents.
3. Determine the identification and method of acquisition of other nursing supplies as well as consider current nursing supply inventories.
4. Provide input in the planning and implementation of any new policies or programs which impact on the nature and scope of nurses' duties or

which fall within the purview of the practice of registered professional nursing in the State of Ohio.

5. Plan a full one-day orientation on nursing procedures for all nurses new to the District during the new teacher orientation in August.
6. Submit the school nurse evaluation form agreed to by JANC to LMC for consideration.

H. Additional funds shall be made available for nursing supplies.

I. Every effort shall be made to provide telephone extensions in private conference areas of the Health Center in schools.

J. The articles of this Agreement for teachers, where applicable, shall also apply for school nurses.

K. Nurses shall be provided forty (40) minutes of uninterrupted lunch time. Specific time is to be agreed upon with the Principal.

L. Efforts will be made to:

1. improve the availability of nursing services to students;
2. improve the articulation between nurses and parents or faculty; and
3. assist each newly employed nurse in becoming oriented to his/her duties and responsibilities.

M. Each school health clinic shall have sufficient lockable file cabinets or locks for file cabinets to ensure confidentiality of all District required health and medical records. The designated nurse and the administration will both have keys for these cabinets and/or locks.

N. A single call procedure will be established which will enable nurses to report absences in a timely manner. Nurses who will be absent will call prior to 7:00 a.m. to report their intended absence.

O. No bargaining unit members except school nurses or doctors may be required to dispense medications.

P. Nurses who are employed by the District after September 1, 1995 shall be given credit, effective September 1, 2000 for up to five years of relevant prior experience.

Section 4. Speech Language Pathologists

A. Speech language pathologists shall be required to contact only the school(s) to which they are assigned for that day if they are going to be absent.

B. The District agrees to post vacant speech language pathologists positions.

C. The following items are relevant to speech language pathologists and are appropriate subjects for the Labor

Management Council:

Adequate rooms (well lit and ventilated) and work stations (including a table, chairs, a bulletin board, a chalk board, a mirror and access to an electrical outlet)
Adequate facilities
Availability of two (2) channel audiometers and auditory trainers
Availability of portable pure tone audiometers
Availability of portable tape recorders
Availability of portable auditory training units
Lockable file cabinets
Prompt repair of all equipment
Secretarial assistance and private telephone access
Availability of multilevel/multimedia learning materials
Availability of necessary supplies (including folders, photocopier paper, office supplies, pencils, pens and bulletin board paper)
Equitable distribution of school-based funds
Equitable access to copy machines.

Section 5. School Psychologists

A. School Psychologists will be on a 41-week assignment at prorated pay. The District will identify by May 15 of each school year the number of psychologists who need to be called in over the summer. The District will first offer the work to those psychologists by seniority who have applied and are immediately available. If the number of applicants is insufficient or if sufficient numbers of psychologists are not available at the time the work needs to be completed, the District will take the steps necessary to complete the work.

B. The District will provide the school psychologists with the following conditions at the building level:

1. Lockable file cabinet.
2. Private facilities for conducting evaluations and parent conferences.
3. Telephone in a private setting will be made available for scheduling, parent contact, and confidential conversations regarding students.
4. Use of duplicating facilities.

C. Working Conditions at Psychological Services Office.

1. Clerical help.
2. Private work stations.
3. Access to typewriter and duplicating facilities.
4. Access to computer terminals to expedite report

writing and maintain timeline constraints.

5. Computer scoring on psychometric instruments when applicable.

D. Evaluation of Psychologists. The evaluation instrument developed by the psychologists' UCC and the Psychological Services Manager in May of 1999 will be used to evaluate psychologists. This form is subject to modification by mutual agreement of the parties.

E. The Supervisor of Psychological Services and the Psychologists UCC will develop and recommend provisions for the inclusion of psychologists in any review process, including Peer Review if reinstituted and if appropriate (i.e., new psychologists are hired).

F. The proposed evaluation form for psychologists will be considered when revisions to teacher evaluation forms are undertaken.

G. The following items relevant to school psychologists are appropriate subjects for the Labor Management Council:

Confidential work stations.

Access to computer terminals and input on future software purchases.

H. Psychologists have the same statutory and contractual due process rights as teachers.

Section 6. Consultant Teachers

Recommendations for consultant teachers are as follows:

1. Regular working hours will be from 8:30 a.m. to 4:00 p.m. daily, unless assigned to a specific school.
2. Regular contracts on a prorated basis will include the total number of weeks required by the assignment, unless there is a summer extension of the project in which the consultant teacher's services are needed.
3. Differential pay should not include duties required on Saturday by the project. Remuneration for in-service participation on Saturdays and for curriculum development shall be paid at the in-service workshop rate set forth in Appendix A.
4. Remuneration for all part-time working assignments on Saturdays and during the summer will be paid at the same rate as indicated on the appropriate teacher salary schedule (Daily Base Rate). Each hour of work will be paid at .125 of the daily rate.
5. The title of "assistant" will not be used for those

consultant teachers who work in the office of the project manager.

6. Responsibilities required of consultant teachers will be clearly outlined by the project manager before appointment is made. Project responsibilities will be reassessed as new proposals are written.
7. A consultant teacher's role is supportive to the classroom teacher, therefore consultant teachers shall not evaluate the classroom teacher.

Section 7. Work Study Teacher Consultants

Work Study Teacher Consultants will be assigned as required by state statutes and regulations with input from the CTU.

Section 8. Guidance Counselors

A. When student/guidance counselors enrolled in practicum courses are assigned to a regular school counselor for training, the regular counselor shall be provided the same compensation from the college as that received by teachers assigned to student trainees.

B. Guidance counselors may substitute attendance at Career Night in place of Open House attendance at the discretion of the Principal.

C. Proctors for Saturday testing programs shall be certificated/licensed counselors from home schools or feeder middle/K-8 schools.

D. Before a guidance counselor is non-reappointed, the individual shall be afforded due process.

E. Full-time counselors will be on a 40-week assignment at prorated pay. The distribution of the 40-week assignment will be determined by written mutual agreement between the Principal and the guidance counselor(s). Head counselors will be on a 42-week assignment and full-time counselors may be offered a 42-week assignment. The distribution of the 42-week assignments shall be determined by written mutual agreement between the Principal and the guidance counselor.

F. The administration will develop and implement computer in-service training programs for guidance counselors.

G. The following items relevant to guidance counselors are appropriate subjects for the Labor Management Council:

Private facilities to conduct confidential conferences
Telephone access for contacting parents
Lockable file cabinets
Access to copy machines

Access to student working materials.

H. A Joint Committee of Guidance Counselors and Administration (JoCOGuCA) shall be formed with four counselors appointed by the CTU and four administrators appointed by the District to recommend resolutions to guidance issues to LMC, specifically including computerization of night school grades, computerization of counselor check sheets, procedures for student transfers, and development of a guidance counselor evaluation form.

I. The District will assign counselors to low performing elementary/K-8 schools based on need, as determined by the administration.

Section 9. Social Workers

Social workers with teaching certificates/licenses shall be compensated on the appropriate teachers salary schedule. Social workers may apply for reimbursement for District-approved workshop/conference expenses.

Section 10. Substitute Teachers

A. "Regular substitute teachers" first employed by the District as a substitute after August 1, 2000 shall serve a probationary period of ten (10) calendar weeks from their first day of working. During that probationary period, the regular substitute teacher's employment may be terminated, without the substitute teacher having any recourse to the grievance procedure and without the need for compliance with Article 8.

B. Substitute Seniority. Substitutes will be called in order of substitute seniority, except as requested by the Principal or the teacher.

C. The assault leave granted to substitutes shall not be considered an interruption in accruing consecutive days of substituting.

D. When a substitute has completed 120 days or more during the school year, and is re-employed for, or assigned to a specific teaching position for the coming year and holds the teacher certification/license required for the position, he/she will be given a contract as a regular teacher.

E. Substitutes who work 120 days in the same school and are hired back for the next school year are eligible for health benefits on their first day of work in that school year.

F. Substitutes who are assigned to a specific position and who submit written confirmation that they are working towards certification/licensure appropriate for that assignment shall be paid five dollars ($5.00) per day above the highest substitute pay rate.

G. A Principal has the option to request a substitute teacher not return to the school. This request must be made to Human Resources on the proper form and within two working days of the substitute's assignment to the school. Within five working days of receiving the "do not return" form, Human Resources will send to the substitute a copy of the submitted allegation and directions on how to respond to the allegation. (See Article 7, Section 2 of this Agreement). This response must be initiated by the substitute in a written rebuttal and submitted to Human Resources within five working days of the receipt of the notification. When a substitute within one school year receives three "do not return" forms from three individual schools, Human Resources will conduct a hearing with the substitute to discuss this issue with the substitute and union representative. Following this hearing, Human Resources will determine if remedial action is necessary. This action may include job assistance or nonreappointment by April 30th.

H. Pursuant to Ohio Revised Code, substitute teachers must be notified by April 30th via certified mail of their non-reappointment for the ensuing school year. Those substitutes reappointed will be notified of their reappointment by June 30th of every year. Neither an interview nor submission of another employment application is necessary if a substitute teacher is reappointed for another school year. Substitute teachers who have had a one-year or more lapse in service with the District must be interviewed, fingerprinted for a criminal background check, provide a valid teaching certificate/ license and complete all new hire forms.

I. Substitute teachers have the ability to notify Human Resources of the days that they are not available to work. Please refer to the Substitute Manual. Any substitute teacher who refuses ten assignments in one semester will lose his/her seniority for the purpose of being called for employment via Substitute Employee Management System (SEMS). Principals, teachers and substitutes are not authorized to make or change assignments without mutual agreement.

J. By June 1, 2007, the CTU and CMSD will revise the substitute manual which provides an overview of district guidelines, procedures, and expectations regarding substitutes. Annually, the CTU and CMSD will jointly plan and present one day of professional development/orientation to all substitutes regarding information in and related to the developed manual. This professional development is mandatory for all substitutes,

and all substitutes are required to have the professional development prior to their first assignment every year beginning with the 2007/08 school year. Compensation will be at the substitute's negotiated daily rate.

Section 11. Learning Disability Tutors

A. Year's credit = 600 hours (120 days x 5 hours/day). LD tutors will have temporary contract status. Recall will be based on seniority.

B. The learning disability (LD) tutors' salary schedule is intended to supersede any statutory requirement that LD tutors be placed on the teachers' salary schedule.

C. A written contract shall be issued to each LD Tutor within sixty (60) days of ratification of this collective bargaining agreement and each subsequent year.

D. Upon request, LD Tutors will be placed in the applicant pool for a teaching position for which they are properly certificated.

E. LD Tutors shall be employed on the same calendar as classroom teachers. They will have the Wednesday before Thanksgiving off and will be required to attend the building scheduled Parent/Teacher conferences when their school holds these hours.

F. If additional hours become available for LD Tutors, the most system senior tutor available in the building will be offered those hours.

Section 12. Adult Education Teachers

A. Adult education teachers may attend District workshops free of charge and reasonable efforts will be made, including posting notices of upcoming workshops at District facilities, to notify adult education teachers of available workshops.

B. The Division of Adult Education will develop a posting and selection process for filling vacant adult education positions based in part upon seniority and employee preference (the latter as determined by preference sheets to be completed by each Adult Education Teacher), unless there are compelling reasons to not follow that procedure.

C. All qualifications being equal, positions will be staffed based on seniority.

D. Adult Education Teachers shall have preference of assignments by system seniority, based on the date of hire by the District. Hourly Adult Education Teachers shall possess the appropriate State of Ohio certification/ licensure for their assignments.

E. Adult Education Teachers who are not also covered by this Agreement through their work in another job classification will have one voluntary professional day

per semester paid at their daily rate. The training provided will be mutually agreed to by the District and the UCC.

F. All jobs and sites available relevant to Adult Education shall be posted in the main office of each Adult Education facility and mailed to the CTU office.

G. Within two (2) weeks of the beginning of each semester, the District will mail to the CTU office a list of all individuals who have Adult Education assignments for that semester and the location of those assignments.

Section 13. OWA Teachers

A. If a program(s) is not renewed in a building, or there is a reduction in the number of occupational work adjustment (OWA) units in the system, and, in another building, a new unit(s) is created, OWA teachers in buildings losing the programs shall have the right, in order of system seniority, to select a new unit.

B. If a program is not renewed in a building, or there is a District reduction in the number of OWA units, and the OWA teacher wishes to remain in the building in a major subject area, the following will apply:

1. The OWA teacher may remain in the building assigned if there is an opening in a major subject area for which the individual is certified, but the OWA teacher does not have bumping rights. The individual is classified by the budget under which he/she is paid.
2. If no opening exists in the building, the OWA teacher will be reassigned to a position in the system based upon his/her certification, contract type and years in the system.

Section 14. New Teachers

A. New teachers shall receive a letter of intent as an offer of employment. This letter will clearly spell out salary provisions and conditions of employment to be effected by the contract.

B. Those new teachers hired as substitutes shall be duly informed through written notice of their substitute status.

Section 15. Occupational Therapists

A. The practice of occupational therapists employed by the District shall be guided by the Ohio Department of Education and the Ohio Division of Special Education laws and rules governing the practice of occupational therapy in the schools.

B. The Joint Special Education Committee may propose policies, protocols, procedures and other guidelines not in conflict with the Model Policies and Procedures for the Education of Children with Disabilities, Ohio Special Education Rules and Federal Statutes and regulations for

school-based occupational therapists.

C. Occupational Therapists shall be provided a forty (40) minute uninterrupted lunch.

Section 16. Physical Therapists

A. The practice of physical therapists employed by the District shall be guided by the Ohio Department of Education and the Ohio Division of Special Education laws and rules governing the practice of physical therapy in the schools.

B. The Joint Special Education Committee may propose policies, protocols, procedures and other guidelines not in conflict with the Model Policies and Procedures for the Education of Children with Disabilities, Ohio Special Education Rules and Federal Statutes and regulations for school-based physical therapists.

C. Physical Therapists shall be provided a forty (40) minute uninterrupted lunch.

Section 17. Sign Language/Educational Interpreters

The District shall adopt and implement the State of Ohio job description for Educational Interpreters as may be hereafter modified by the state.

Section 18. Basic Skills Reinforcement Teachers

A. Basic Skills Reinforcement (BSR) teachers have the same statutory and contractual due process rights as teachers.

B. BSR teachers will work the same number of days as public school teachers. The District will provide a location if a teacher's site is closed and days need to be made up at the end of the year. Calamity days at non-public school sites will be handled as a public school site closing.

C. BSR teachers are to be afforded the opportunity to participate in the same number of in-service workshops and professional days as public school teachers.

D. For the purpose of this Agreement, the BSR program administrator will replace the Principal.

Section 19. Home Tutoring

Home Tutoring positions shall be posted at the beginning of each school year. Home Tutors will be selected from the pool of applicants generated by the posting based on certification/licensure and seniority.

Section 20. Job Sharing

Two bargaining unit members who wish to job share may do so if the following criteria are met:

A. Job sharing shall refer to a voluntary option available for teachers and/or related service providers to share one (1) full-time teaching position and/or one full-time funded assignment.

B. Priority for job sharing opportunities shall be given

to teachers and/or related service providers with a greater number of total years of seniority.

C. The total number of job sharing teachers and/or related service providers shall not exceed eighty (80) District-wide, i.e., forty (40) pairs per year, unless increased by mutual agreement between the CEO and CTU President.

D. It shall be the responsibility of the teacher and/or related service provider to find the job sharing partner. No teacher and/or related service provider shall be required to job share.

E. Partnerships must be formed no later than April 1 to be implemented for the following year.

F. Teachers and/or related service providers shall acquire one (1) year's seniority for each year of job sharing work.

G. Job sharing partnerships must last through one (1) full school year and are subject to the approval of the Principal(s) for teaching positions or the Deputy Chief of Human Resources or his/her designee for related service providers.

H. The salary of the job sharing teacher and/or related service provider shall be the percentage of that teacher's and/or related service provider's salary as set forth in this Agreement which represents a percentage of the job that the teacher and/or related service provider performs. Benefits also shall be available on a pro rata basis. For example, if two (2) teachers and/or related service providers equally share a position, each teacher and/or related service provider will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total benefits paid by the Board under this Agreement. Any difference between 100% paid coverage and the pro rata entitlement shall be paid by the teacher and/or related service provider via payroll deduction.

I. Assignments shall be divided equally, unless a different agreement is reached between the teachers and the Principal (teaching position), or the related service providers and the Deputy Chief of Human Resources/ designee (related service positions).

J. Both job sharing teachers and/or related service providers must attend parent conferences scheduled by their school.

K. Between them, job sharing teachers and/or related service providers shall be responsible for performing a full-time equivalency of instructional and supervisory assignments.

L. To be considered for job sharing, the interested teachers and/or related service providers must submit a

written proposal detailing how the proposed arrangement will work. This proposal shall explain how their educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in meetings, etc.

M. When a necessary transfer affects one member of a job share, the transfer shall be determined by system seniority of the least senior job share partner. That is, both partners will be transferred if the least senior partner is transferred.

Section 21. Title I

The Title I staff shall perform duties consistent with the educational priorities of the school as established in the building's Title I school-wide plan or AAP.

Section 22. Medicaid

Bargaining unit members, including but not limited to nurses, occupational therapists, physical therapists, speech language pathologists, social workers, and psychologists, are required to complete Medicaid reimbursement documentation and perform other related tasks as applicable. The administrator responsible for scheduling such personnel shall include at least one-half hour per week per provider for completion of such duties.

Section 23. Differential Positions

A maximum of two annual differentials will be paid to a teacher. However, if there are no qualified applicants, a maximum of four (4) differentials (no more than two (2) of which are coaching activities) may be paid to any one teacher. A regular contract teacher who has a differential position and who receives an extension on the regular contract will not receive additional pro-rated differential compensation because of the regular contract extension.

A. Differential Applicants and Clarification. Differential positions listed in this Agreement are reserved for qualified members of the CTU bargaining unit. Only after a vacant differential position has been timely posted in each school building and the CTU office and no qualified member of the CTU bargaining unit applies for a listed differential may it be awarded to someone not in the CTU bargaining unit.

If a differential position is filled by someone other than a CTU bargaining unit member, that position shall be considered vacant at the end of the school year and again posted in each school building and the CTU office.

However, where a differential position was filled by a non-CTU bargaining unit member for the 1999-2000 school year, said position shall not be deemed vacant until that person vacates the position or at the end of the

2001-2002 school year, whichever comes first. Each year before the close of the school year beginning with the 2001-2002 school year and continuing throughout this Agreement, the CTU President and CEO may, by written mutual agreement, identify up to but no more than three (3) specific individual differential positions held by non-CTU bargaining unit members in the District which are not deemed vacant.

Differentials shall be paid at the rate set forth in Appendix A.

The Principal and UCC in each building may determine to allocate funds from differentials specifically authorized for their building if those differential positions, while authorized, are not to be filled for the coming school year. Such determinations are to be made on an annual basis with written notice of the Principal and UCC agreement to the Executive Director of Human Resources and appropriate Regional Superintendent.

A person cannot be brought into a school to take the teaching position of someone already there. Differentials are without regard to teaching position; selection for a differential position does not carry with it a teaching position in the school. Wherever possible, Department Heads shall be selected from within existing staff.

Consistent with the Agreement, differential positions shall be determined by written mutual agreement between the Principal and the UCC.

Individuals with differential positions, with the exception of the positions of Department Head, Core Team Leader, Subject Area Specialist, Team Leader, ESP Liaison, and Special Education Liaison, shall be afforded the same contract rights as teachers under limited contract. A Differential Evaluation Committee comprised of three (3) individuals from CTU and three (3) from CMSD will be formed to develop the evaluation process for all differential positions except for those selected/elected positions above. The committee will make recommendations to the Labor Management Council (LMC). All bargaining unit members awarded a differential position shall fulfill all the job requirements of the differential position. Failure to do so may result in disciplinary action as outlined in Article 18.

B. Differential Positions: Requirements and Responsibilities.

1. Department Heads, Core Team Leaders, Team Leaders, Subject Area Specialists, Special Education Liaisons, ESP Liaisons, Head Teachers (residential schools).

a. Department Heads, Core Team Leaders, Team Leaders**,** Subject Area Specialists**,** Special Education Liaisons, and ESP Liaisons will be selected every two (2) years by a process established by written mutual agreement between the UCC, Principal, and individual department teachers. For all Department Head positions made vacant by transfer, retirement or promotion, etc., the Department Head position will be posted, and all members of the individual department shall have the opportunity to serve on a selection committee provided they are not members of the applicant pool. Head teachers shall be considered Department Heads and will be subject to the same selection process with the Principal's role assumed by the appropriate administrator.

b. Involvement in Administration.
   i) When a teaching vacancy occurs during the school year in a department, the recommendations of the Principal and the Department Head regarding the replacement will be considered by the supervisors of organization in Human Resources.
   ii) Recommendations of Department Heads in the selection of supplementary books and materials which are more relevant to the needs of their students are to be considered whenever purchases of such are to be made.
   iii) Department Heads, Subject Area Specialists and Special Education Liaisons, and ESP Liaisons are to receive strong support from the administration regarding their departmental duties.

c. Orientation. New Department Heads, Subject Area Specialists and Special Education Liaisons, and ESP Liaisons are required to attend three (3) to six (6) responsibility orientation sessions which will encompass the following:
   i) Duties and responsibilities of the Department Head;
   ii) Departmental finances, ordering, invoicing, selection of materials, etc.

d. Department Heads, Core Team Leaders,

Subject Area Specialists, Special Education Liaisons, and ESP Liaisons are to report to their schools all day Thursday and Friday of the week preceding the opening of school and will be paid on a prorated basis according to their ensuing year's annual contract salary.

e. Department Heads, Core Team Leaders and Special Education Liaisons, except in K-8 schools, shall have no homeroom. Effective at the start of the 2001- 2002 school year, Subject Area Specialists shall have a homeroom.

f. In departments where no Department Head, Subject Area Specialist or Special Education Liaison (as appropriate) has been identified the duties of the Department Head, Subject Area Specialist or Special Education Liaison (as appropriate) will be assumed by the administration of the school.

g. High School Department Heads shall have the same duties and responsibilities as the Subject Area Specialists and/or the Special Education Liaisons as in K-8 schools. [Refer to Article 23, Section 23(B)(2)(b and c)].

2. Beginning with the 2001-2002 school year, all middle schools/middle grades shall have Core Team Leaders, Subject Area Specialists (to replace Department Heads in math, science, social studies and English), and Special Education Liaisons (to replace Special Education Department Heads).

   a. The responsibilities of the Core Team Leader shall be:

      i) function as a liaison between the administration, core team, and other core teams;

      ii) provide leadership to collectively achieve the core team and school goals;

      iii) facilitate and coordinate all core team activities;

      iv) develop core team goals; and

      v) monitor and interact with all budgetary matters relevant to the core team.

   b. The responsibilities of the Subject Area Specialists, Special Education Liaisons, and Department Heads shall be:

      i) attend District-wide subject area meetings, as well as in-service activities

relevant to the subject area in question;

ii) communicate regularly with appropriate building staff about subject area concerns;

iii) provide ongoing inservice and assistance to teachers in delivering the curriculum to improve student outcomes through joint lesson planning, modeling, peer coaching, team teaching and feedback; When there is mutual agreement between the building Principal and K-8 Subject Area Specialist, Special Education Liaison, or High School Department Head one or all of the above duties will be provided, on an as needed basis, through coverage or compensation of unassigned time.

iv) work with other Subject Area Specialists and/or Department Heads in the building to promote interdisciplinary and integrated thematic units;

v) assist in selecting materials appropriate for the subject area;

vi) maintain an inventory of subject area supplies and instructional materials.

Subject Area Specialists in Middle School/ Middle Grades, excluding K-8 buildings, shall be released for a minimum of five (5) periods per week.

c. The responsibilities of the Special Education Liaison shall be:

i) maintain ongoing contact and communication with regular education teachers receiving mainstream or included special education children;

ii) attend meetings with the appropriate Special Education Supervisor, Principal, and Core Team Leaders, Subject Area Specialists as needed;

iii) coordinate testing and IEP conferences for Special Education students;

iv) assist teachers in the development of IEPs and review all before submission; and

v) maintain an inventory of Special Education supplies and materials, and develop procedures for distribution, collection, storage, and replacement of same.

3. Athletic Coaches/Athletic Directors.
   a. All Athletic Coaches and Directors (except as in (b) below) will be responsible for a homeroom and thirty (30) assigned periods per week.
   b. The senior high athletic director shall be relieved of homeroom duties.
   c. Athletic Directors may not coach any sports activities.
   d. The starting date for fall football practice will be determined by the Ohio High School Athletic Association.
   e. Coaches 2/19ths – The existing practice of compensation will be maintained with no expansion. The District has no current intention to require additional summer practice, beyond two (2) weeks, (four (4) weeks for football coaches and A.D.s); however, should the District require additional summer practice, the District agrees to negotiate with the CTU for the appropriate compensation.
   f. A head coach shall have the option of teaching in the school where he/she coaches, except when school staffing authorizations are impacted within seniority guidelines.
   g. A Coaches Review Committee will be formed comprised of representatives from each sports program and athletic directors. This group will revise the compensation schedule for coaching differentials according to the following guidelines:
      i) Compensation shall not exceed budget allocation for coaching differentials and extended time.
      ii) There will be no compensation differences between male and female sports having an equal number of players, games, and length of season.
      iii) No sports program offered by the District shall be eliminated to increase compensation for another sports program. Programs eliminated as a cost savings/reduction measure by the District shall reduce the overall allocation by the cost of the program.
      iv) The Coaches Review Committee will present compensation proposals to

the Senate Athletic Council/Athletic Department.

v) The Coaches Review Committee will submit proposals to the LMC for approval.

vi) If no agreement can be reached, the schedule for coaching differentials in this Agreement as of September 1, 1987-90 will remain in effect.

4. Senior High Dramatics Director. Senior High Dramatics Director will be responsible for:
   a. Thirty (30) assigned periods per week. The assigned periods must include a minimum of one (1) period of Drama I and one (1) period of Drama II each day.
   b. If the dramatics director is responsible for the stage throughout the school year, the director may be released from homeroom.
   c. One (1) major production per semester. (A full length play, operetta, musical comedy, etc., of approximately two (2) hours in length). If the school prefers to have one (1) major production per year, the director will be paid one-half (1/2) the annual differential.
5. Senior High Band Director. Senior High Band Director will be responsible for:
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. The marching band at all football games (except out-of-the-city games when the school administration does not choose to send the band).
   d. Providing music for a minimum of four (4) programs per year outside the normal school day.
   e. Beginning with the 2007-2008 school year, when a vacancy occurs, this position will be filled through an initial interview and audition process, facilitated by the district-wide Music Director followed by an interview at the building level.
   f. These work assignments may include multiple work sites.
6. Senior High Orchestra Director. Senior High Orchestra Director will be responsible for:
   a. Thirty (30) assigned periods per week.
   b. Homeroom.

c. Providing music for a minimum of four (4) programs per year outside the normal school day.
d. Beginning with the 2007-2008 school year, when a vacancy occurs, this position will be filled through an initial interview and audition process, facilitated by the district-wide Music Director followed by an interview at the building level.
e. These work assignments may include multiple work sites.

7. Senior High Intramural Director. A separate director may be appointed for boys' activities and girls' activities. Senior High Intramural Director will be responsible for:
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. Scheduling sixty (60) hours of activities per semester, either before or after school, or a combination of both.
   d. Scheduling a minimum of three (3) different sports or activities per semester.
8. Senior High Newspaper Advisor. Senior High Newspaper Advisor will be responsible for:
   a. Thirty (30) assigned periods per week. The assigned periods must include one (1) or more single periods of Journalism I and one (1) double period of Advanced Journalism each day.
   b. Homeroom.
   c. The advisor should not be assigned more than three (3) daily preparations, including the Journalism I preparation.
   d. A minimum of six (6) issues per semester.
9. Senior High Vocal Music Director. Senior High Vocal Music Director will be responsible for:
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. Beginning with the 2007-2008 school year, when a vacancy occurs this position will be filled through an initial interview and audition process, facilitated by the district-wide Music Director followed by an interview at the building level.
   d. These work assignments may include multiple work sites.
   e. A minimum of six (6) performances per year, outside the normal school day.

10. Senior High Yearbook Advisor. Senior High Yearbook Advisor will be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. A minimum of one (1) yearbook per year.
11. Senior High Cheerleader Sponsor. Senior High Cheerleader Sponsor shall be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. Providing cheerleaders and being in attendance at all football and basketball games (except out of the city games when the school administration does not choose to send the cheerleaders).
    d. Participate in the Student Activities Program sponsored competition.
12. Senior High High-Stepper Sponsor or Drill Team Sponsor. Senior High High-Stepper Sponsor or Drill Team Sponsor shall be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. Perform at a minimum of eight (8) home athletic events and/or performances.
    d. Participate in the Student Activities Program sponsored competition.
13. Senior Class Advisor. Effective with the 2001-02 school year, Senior Class Advisor in high schools shall be released for one (1) class per day.
14. Middle Intramural Director. A separate director may be appointed for boys' activities and girls' activities. The Middle Intramural Director shall be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. Scheduling sixty (60) hours of activities per semester, either before or after school, or a combination of both.
    d. Scheduling a minimum of three (3) different sports or activities per semester.
15. Middle Newspaper Advisor. Middle Newspaper Advisor will be responsible for:
    a. Thirty (30) assigned periods per week. The assigned periods must include one (1) Beginning Journalism class each day.
    b. Homeroom.
    c. A minimum of three (3) issues per semester. In case of mimeographed newspaper, the

total amount of copy per issue must equal a four (4) page printed newspaper.

16. Middle Dramatics Director. Middle Dramatics Director will be responsible for:
    a. Thirty (30) assigned periods per week.
    b. If the dramatics director is responsible for the stage throughout the school year, the director may be released from homeroom.
    c. One (1) major production per semester (a full length play, operetta, musical comedy, etc., of approximately two (2) hours in length). If the school prefers to have one (1) major production per year, the director will be paid one-half (1/2) the annual differential.
17. Middle Instrumental Music Director. Middle Instrumental Music Director will be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. Providing music for a minimum four (4) program per year, outside the normal school day.
18. Middle Vocal Music Director. Middle Vocal Music Director will be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. Providing music for four (4) performances per year, outside the normal school day.
19. Middle Cheerleader Sponsor. Middle Cheerleader Sponsor shall be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. Perform at a minimum of five (5) home athletic events and/or performances.
    d. Participate in the Student Activities Program sponsored competition.
20. Middle High-Stepper Sponsor or Drill Team Sponsor. Middle High-Stepper Sponsor or Drill Team Sponsor shall be responsible for:
    a. Thirty (30) assigned periods per week.
    b. Homeroom.
    c. Perform at a minimum of five (5) home athletic events and/or performances.
    d. Participate in the Student Activities Program sponsored competition.
21. Elementary Safety Council. The Elementary Safety Council Sponsor shall not be a bus coordinator, except by mutual agreement of the

Principal and the sponsor. Elementary Safety Council Sponsor will be responsible for:

a. Creating and supervising an effective Student School Safety Council.
b. Organizing and supervising School Safety Patrol.
c. Conducting bi-monthly meetings with entire membership.
d. Preparing and participating in school "Awards Programs.

22. Elementary Building Differentials. A joint CTU/ District subcommittee will be formed to determine the allocation of funds for Grade Level Chairpersons of $175,000 commencing with the second semester of the 2000-01 school year; $350,000 with the commencement of the 2001-02 school year; and $400,000 with the commencement of the 2002-03 school year.
    a. There shall be in every elementary school (defined as a site with Pre-K /K-5 grades) differential positions called Grade Level Chairpersons. The number of Grade Level Chairperson positions in each elementary school shall be determined by written mutual agreement between the Principal and UCC. Grade levels may be grouped or clustered together (eg. K&l, or 1- 3, or 4&5, etc.) for purposes of this Agreement.
    b. Grade Level Chairpersons shall be elected on an annual basis from among the homeroom teachers in each grade or grade cluster by a secret ballot vote of the teachers in that grade level or cluster.
    c. The Grade Level Chairperson shall act as the liaison between those grade level teachers and the building administrator(s), coordinate activities and information for the respective grade level(s), collect and maintain data relative to the grade level assessments, and help acclimate teachers new to the grade(s).
    d. Compensation shall be based on the number of homeroom teachers in the grade level/ cluster. All such compensation shall be paid by separate check following the completion of the school year but no later than July l5th of each year.

ARTICLE 24
WORKING CONDITIONS FOR SPECIAL GROUPS NON-CERTIFICATED PERSONNEL

Non-certificated personnel are all paraprofessionals and driver training roadwork instructors.

Section 1. Paraprofessionals

A. Definition. Paraprofessionals are classified employees who are trained to provide assistance to a teacher or administrator in carrying out program objectives, program related clerical duties, student supervision and classroom control. The term "paraprofessionals" excludes social workers and sign language/educational interpreters and includes the following classifications:

1. Instructional Aide. Employees who possess skills or training to meet the specific educational needs of students and/or to compensate for the lack of specific teacher skill (e.g., bilingual education, Alternative to Suspension Program, etc.).
2. Instructional Assistant. Employees who are trained to provide assistance in specific programs. The objectives of the Instructional Assistant are program-based and state standard driven (e.g., Special Education: learning disability, multi-handicapped, hearing impaired, etc.).
3. Instructional Technician. Employees who are specifically trained in a technical or vocational area. The objectives which instructional technicians seek are program-driven (e.g., carpentry, computer repair, etc.).
4. Educational Aide. Employees who are trained to provide assistance in the implementation of broad educational programs (e.g., affirmative reading, etc.). Educational Aides include staff assistants assigned to work at the discretion of the Administration and aides assigned to assist a teacher including such clerical duties as directed by the teacher.
5. Building Administrator's Aide. Employees who provide assistance in maintaining order in the cafeteria and study halls and perform other routine administrator support tasks as assigned by the Principal, Assistant Principal or teacher.
6. Day Care Technicians. Employees who assume major responsibilities in providing educational services to infants, toddlers, and preschool age

children. (Qualifications include an Associate Degree in Early Childhood Education).

7. Parent Technician. Employees who provide assistance in development and execution of effective parent training programs, and establish and maintain activities of an on-going Parent Resource Center.
8. School Staff Aide. Employees who provide selected support services to administrative staff in specialized areas including parent involvement, parent in-service, student enrichment activities and other areas to address unique school-related needs.
9. Parent Education Aide (Counselor). Employees who serve as liaisons between project and community agencies, organize meetings of project parents, and provide information to parents about the District's special services (psychological testing, language assessment, and motivational programs).
10. Camp Aide. Employees who assist in the instruction and supervision of students in all resident and school site camping activities and assist teachers with the instruction of students in experimental education and adventure-based counseling.
11. Attendance Workers.
    a. Attendance workers are not required to transport pupils or student teachers in private conveyances.
    b. A conference type committee shall be formed with Union representatives of attendance workers for all Attendance Districts to meet with the head attendance workers and the Supervisor of Attendance on a regularly scheduled basis to discuss working conditions for improvement relevant to the performance of their responsibilities. This committee shall, by September 1, 2000, have the sole and exclusive right to change the official name of "Attendance Workers" to any other title it deems appropriate, or keep the title the same.
    c. Any Attendance Worker not notified of lay off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process.

B. When paraprofessionals are employed under a federal or state program, the job responsibilities shall be defined as in the program guidelines.

C. Paraprofessionals shall be subject to a sixty (60) day probationary employment period beginning with their initial date of employment. Immediately prior to an instructional assistant's initial assignment, the instructional assistant will job shadow for two days with an instructional assistant who is assigned to a unit with the same responsibilities and job duties as the new instructional assistant's unit. Paraprofessionals may be dismissed at any time during their probationary period and such dismissal shall not be subject to evaluation procedures. Any such dismissal shall not be appealable or subject to the grievance procedure.

D. Procedure for Discharge of Paraprofessionals.

1. Except for compelling reasons, no paraprofessionals shall be terminated from employment for incompetence or disciplinary reasons without a written evaluation by a Principal, supervisor and/or project manager, indicating any necessary improvable area. Paraprofessionals shall be given a reasonable period to demonstrate improvement of performance.
2. Paraprofessionals may request a conference to discuss an evaluation. Such request must be made within five (5) school days of receipt and the conference must be held within five (5) school days of the request.
3. When the Administration believes that a compelling reason exists, other than alleged substandard performance, for not following the evaluation procedure, the Administration shall schedule a due process hearing to examine reasons for the proposed termination and shall notify the CTU President, or designee, or if the President or designee is unavailable, shall notify the CTU Director of Grievances, at least three (3) school days before said hearing, unless there is mutual agreement upon an earlier hearing.
4. These provisions will not apply to job abolishments or lay-offs.

E. Paraprofessionals shall have the same rights concerning their files as teachers have for their Human Resources files.

F. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily

at the same job site. Termination of employment during the school year is not precluded by this Agreement if the District has just cause and a due process procedure is used (any such termination of employment shall be processed through the Division of Classified Personnel).

G. Seniority for paraprofessionals shall be the number of consecutive years of employment within the classification in the District. In computing paraprofessional's seniority, the following shall be adhered to:

1. Military service in time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when the paraprofessional's service is interrupted.
2. In the event of a leave of absence, the paraprofessionals shall retain the seniority acquired at the time of taking leave, and the leave of absence shall not constitute a break in continuous employment.
3. Paraprofessionals who resign their positions and are later re-employed shall lose that seniority acquired before resignation except where reemployed for the school year consecutive to that of the resignation.
4. Upon return to the District, a paraprofessional who has resigned shall be granted salary credit for up to seven (7) years actual experience in the District.

H. When paraprofessional lay-offs are necessary, seniority within classification shall prevail. Paraprofessionals shall be laid-off first in inverse order of seniority within the classification. Paraprofessionals on lay-off status as of September 1, 1996, shall be recalled pursuant to the Agreement under which they were laid-off.

An exception to the seniority based lay-off procedure described above shall be made in the case of the lay-off of Instructional Aides. Instructional Aides shall be laid off in the reverse order of system seniority within the language of assignment. Language needs shall be determined by the District.

When positions for paraprofessionals are available, priority will be given in order of classification seniority to those who have been laid off before consideration to new applicants is given. Further, where a laid-off paraprofessional has the ability and the qualifications, he/she shall have priority over a new applicant to any open paraprofessional position.

I. Paraprofessionals may request transfer to various paraprofessional assignments for the following school year on a form returned to Human Resources by April 1 if the applicants meet the specific qualifications of the vacant position. Where the applicants meet the specific qualifications of the position, seniority shall be the prevailing consideration. Paraprofessionals shall not be transferred against their will without cause.

J. Full-time paraprofessionals shall work seven and three-fourths (7 and 3/4) hours per day, excluding lunch (38 and 3/4 hours per week). A minimum of thirty (30) minutes uninterrupted unpaid time shall be provided each day for lunch for all full-time paraprofessionals.

K. Paraprofessionals shall not be used to perform work normally performed by regular office clerical staff, lunch aides, custodial staff or security guards.

L. The District shall make a good faith effort to identify and employ substitutes for paraprofessionals. Substitutes for paraprofessionals shall be made available when mandated by law. Paraprofessional substitutes shall be eligible for health care benefits as stated Article 29, Section 1 (D).

M. Any paraprofessional not notified of a lay-off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process. Paraprofessionals shall be sent notice of personnel action as in the past.

N. Educational Aides.

1. Educational Aides, assigned within a secondary school pupil-teacher ratio, should have a portion of their assigned time to work with teachers in each department of the school. Emphasis should be placed on assigning Educational Aide time to those departments having unique problems not common to all departments in the school. Educational Aides shall not be used as office clerical staff, custodial staff or security guards.
2. Educational Aides may not be used in place of classroom teachers (Ohio Revised Code 3319.088).
3. If the number of summer school applicants exceeds the number of summer school positions within specific programs, summer assignments shall be made within programs by seniority on the following basis:
    a. Building – First consideration is given to Educational Aides assigned to the program in the building where a particular program

is being offered for the summer;

b. System – If there are no Educational Aides assigned to a program at a building where a summer program is offered, then the most senior Educational Aides assigned to that program outside of the building who have applied for summer positions shall be selected.

O. Paraprofessional Personal Needs. Paraprofessionals shall be provided reasonable opportunities to attend to personal needs during the course of the working day.

P. Paraprofessional Career Ladder. The Paraprofessional Career Ladder shall be implemented within the guidelines determined by the Paraprofessional Career Ladder Committee. During the term of this Agreement, the District shall continue this program in the amount of $100,000 per year. *(Appendix C).*

Q. Professional Days. Paraprofessionals shall be required to participate in mandatory professional development days on the same days as teachers and shall be compensated for same as part of their annual rate.

R. Supplies. Disposable gloves, masks, disinfectant soap and other related materials shall be made available in all facilities in which paraprofessionals toilet students.

S. Collaboration Training. If grant funds are obtained for this purpose, or funds are identified in a school's approved AAP for this purpose, the District shall institute teacher-paraprofessional training in collaboration when a teacher or a paraprofessional do not have previous collaboration experience. This training will be coordinated by written mutual agreement between the administration and the Paraprofessional UCC.

T. Lifting Training. Paraprofessionals whose job postings require lifting students shall receive appropriate training in techniques for lifting and assisting students in moving.

U. Paraprofessionals Assigned to Special Education Classes. Paraprofessionals assigned to special education classes shall receive training as defined by the JSEC during the professional days included in the District and/or building calendar.

Section 2. Driver Training Roadwork Instructors

A. Roadwork instructors may be used only for roadwork instruction activities.

B. Roadwork instructors shall not be responsible for the evaluation of other roadwork instructors.

C. When a driver training car is used, it shall be returned in the same condition relative to cleanliness and fuel as it

was when borrowed.

D. When only one (1) pupil reports for roadwork instruction, and that pupil is of the opposite sex of the instructor, the pupil shall be temporarily reassigned to an instructor of the same sex, if available, or the class shall be canceled.

E. Roadwork instructors as well as certified driver education teachers may apply for night school driver education positions.

F. Seniority of roadwork instructors shall become effective the date of their employment and shall be determined and applied as follows:

1. Military service in the time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority, when the teaching service is interrupted.
2. In the event of a leave of absence, the roadwork instructor shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment.
3. Roadwork instructors who resign their positions and are later re-employed shall lose that seniority acquired before resignation.

G. In order to meet the State of Ohio requirements regarding the required hours in observation and roadwork instruction in Driver Education, it is recommended that roadwork instructors assist guidance counselors in Driver Education programming whenever possible.

H. It is desirable to apprise the school and community of the Driver Education Program and its requirements whenever it is possible. Roadwork instructors should be provided with the opportunity to speak to the PTA, Student Council and other school and community organizations as scheduling and time permit.

I. Whenever roadwork instructors have the problem of canceled classes or other irregularities in their schedules, they shall notify the building Principal.

J. Guidelines for the distribution of cars will be mutually agreed upon by the UCC of the roadwork instructors and the supervisor of Driver Education.

1. Cars will be distributed equitably.
2. Malfunctioning must be reported and recorded.
3. Outside rearview mirrors equipped when possible.

K. When available, subs will be provided so that students will meet required time standards.

L. Adjustments of school assignments should be made during the school year recognizing building seniority.

ARTICLE 25
COMMITTEES AND PROJECTS

Section 1. Joint Committee for School Climate Improvement Projects (JCSCIP)

A. The District and the CTU will set up a Joint Committee for School Climate Improvement Projects (JCSCIP).

B. The JCSCIP will consist of five (5) representatives selected by the CEO and five (5) representatives chosen by the CTU.

C. The District will provide technical assistance as available in both the application and implementation process. The CEO will designate appropriate staff members to assist this committee.

D. The JCSCIP will set up a process of monitoring and evaluating the projects. The JCSCIP will also set up a process to collect information and distribute the results of the projects.

E. Release time will be provided for committee members' activities, if possible.

Section 2. Divisional Committee

A. At each divisional level, there shall be formed a standing committee which meets a minimum of once every three (3) months with the Regional Superintendent, a Principal, and an Assistant Principal to address problems which are long-standing or have developed in the division. Each divisional committee shall include four (4) full-time CTU bargaining unit members, whose job assignments are within the relevant division, selected by the CTU.

B. The divisional committees shall provide input relevant to all proposals or plans of the District which directly or indirectly affect the schools of that division. The committee will further evaluate the impact of such issues with regard to students, staff, parents, and educational policy. The divisional committee shall make recommendations to the CEO and the CTU Executive Board about modifications or abandonment of any specific plan or program.

Section 3. Medicaid Provider Committee

A joint committee, made-up of at least one (1) member of each Medicaid provider group, will be established to make recommendations to the Community Alternative Funding System for approval by the end of the 1996-97 school year. The CTU President (or designee) and the CEO (or designee) will determine the make-up of the

committee.

Section 4. Joint Middle School Transition Committee

The District and the CTU shall establish a Joint Middle School Transition Committee (JMSTC) comprised of equal numbers of CTU representatives and administrators. This Committee may make timely recommendations to the President of the CTU and the CEO relevant to the plans and practices for the implementation of the middle school concept, including but not limited to:

- Core team leaders including selection, responsibilities, training and compensation.
- Core team responsibilities.
- Core team time line for core team selections.
- Exploratory teacher coordinator.
- School planning time or other strategies so that teachers may have core team planning time.
- Professional development and collaboration for core teams and core team leaders.
- The creation of a subject area specialist.
- The appropriate mix of subject area certified teachers and elementary certified teachers in a middle school.
- Strategies to balance the fiscal realities of the District with the need for smaller middle schools, including the possible recommendation of more middle school facilities.
- Cooperative planning time for regular and Special Education teachers.

The president of the CTU shall appoint one (1) middle school teacher as co-chair of JMSTC and the CEO shall appoint one (1) middle school Principal as co-chair. Each co-chair shall then appoint the remaining committee members. A Regional Superintendent will facilitate the work of this committee.

Section 5. Recruitment

The District and the CTU agree to revitalize the Joint Committee on Teacher Recruitment. The committee will review the District's recruitment plan. The committee's recommendations shall be given to the CEO and the CTU President who may agree to implement the plan. One component of the plan shall include the external recruitment of teachers. A second component of the plan shall include the encouragement of students to appreciate and enter the teaching profession. Cleveland teachers will be utilized in the effort as indicated in the plan. If the Board allocates funds, up to four teachers selected by the Joint Committee may be released as recruiters. In addition, in any year in which the District has at

least 200 open positions, the District and the CTU shall jointly identify up to eighty new teachers (defined as teachers in their first, second or third year of teaching in the District) to return to the college or university where they obtained their education for purposes of recruiting new teachers. The identified teachers will receive release time, reimbursement for expenses and a stipend of at least $100.

Section 6. Joint Committee on Class Size Reduction and School Performance/ Attendance Incentives

This committee shall be comprised of six members, three appointed by the CTU President and three appointed by the CEO. One of the functions of the Committee is to seek necessary funding from federal, state and local sources to reduce class size and to research the availability of community resources. In addition, this Committee will determine how to recognize schools that excel in educating Cleveland's children. For each of the 2001-02 and 2002-03 school years, the District will appropriate one million dollars ($1,000,000) in each year for this purpose. In determining eligibility for school performance/attendance incentives, the Committee will consider all factors which have an impact on student success including, but not limited to, student achievement, student attendance, and such other items as might be agreed upon by the CEO and the CTU President. The Committee is also charged with determining possible forms of recognition for eligible buildings. The Committee shall make written recommendations to the LMC for approval. The recommendations of the LMC shall then be provided to the CTU President and the CEO for final approval. Over the life of this Agreement, funding not used in the 2001-02 school year will be carried forward to the next school year through June 30, 2003.

Section 7. Joint Committee on Child Development

The purpose of this committee is to develop and expand a rigorous academic preschool program that prepares all CMSD students to enter kindergarten with the literacy and mathematics skills necessary to excel. In order to accomplish this, the CTU and CMSD agree to formulate The Joint Committee on Child Development that will be comprised of the following: pre-school teacher, kindergarten teacher, special education teacher, and three administrators from the district's division of curriculum and instruction. This committee has the ability to invite in additional resource individuals as necessary. The Joint Committee on Child Development will have the following

charges. By April 30, 2007, the committee shall establish an academic pre-school curriculum that focuses on literacy and mathematics with accountable outcomes that exceed national and state academic standards including benchmarks and assessment tools. By June 30, 2007, the committee shall develop, with CTU and CMSD approval, a monthly professional development schedule and agenda that insures full implementation of the developed curriculum. On an annual basis, the committee shall review the district's preschool program and professional development plan and recommend modifications which will increase student achievement gains to CTU and CMSD. Beginning with 2007/08 school year, the district will begin to phase in an early childhood development unit into every K-8 building.

Section 8. Differential Job Description Subcommittee

A subcommittee composed of six (6) members, three (3) appointed by the CTU President and three (3) appointed by the CEO, will be formed to align differential job descriptions in this Agreement with the postings.

ARTICLE 26
SEVERANCE PAY

Section 1. Retirement Incentive

Upon retirement, with a minimum of ten (10) years retirement credit with the District, all bargaining unit members will receive a cash payment equal to the value of 30% of their accumulated sick leave credit. This payment will not exceed $30,000.

Section 2. Calculation

The calculation of severance pay based on accumulated but unused sick leave shall be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement.

Section 3. Notice

A. Severance pay will be given to those employees who have given the District reasonable advance written notice, on such forms as may be prescribed by Human Resources.

B. Individual employees who may qualify for severance pay based on accumulated but unused sick leave will be notified of eligibility at the time that notice of retirement is given to the District.

Section 4. Receipt

Individual bargaining unit members who are eligible will receive their severance pay within two and one-half months of their effective date of retirement.

Section 5. Annuity

The District will cooperate in every way with individuals who wish to legally shelter severance pay through use of a 403(b) account. Beginning with the 2007/08 school year, CMSD will sponsor a severance pay deferral plan for bargaining unit members turning 55 or older in the year of retirement. Details are found in Appendix S.

Section 6. Death Benefit for Sick Days

The beneficiary of a bargaining unit member who was otherwise eligible to collect STRS/SERS service retirement at the time of his or her death is entitled to the severance pay for sick days exactly as if the member who was eligible for retirement from the District had retired the day preceding his/her demise.

ARTICLE 27
SUMMER AND NIGHT SCHOOL PROCEDURES

Section 1. Eligibility

All teachers are eligible to apply for summer school employment. Teachers will be chosen for summer school teaching positions at a meeting of summer school Principals. A list provided by data processing will indicate the Cleveland teaching experience of all applicants and will guide Principals in their selection of staff according to their seniority.

A check by summer school personnel of all remaining applications against this list should preclude immediate assignment of teachers with less seniority in a given subject area over those with more seniority.

Section 2. Appointment Guidelines

Summer school appointments will be made according to the following guidelines developed by representatives of the CTU and the District.

A. Secondary teachers will be appointed to summer school assignments by system seniority according to the following eligibility requirements:

1. Each teacher must have taught in the area of certification/licensure of the subject being offered in summer school in any one (1) of the preceding three (3) regular school years.
2. Summer school subject area needs.
3. Teacher qualifications.
4. School preferences of teacher.

B. Elementary teachers will be appointed to summer school assignments by system seniority according to the following eligibility requirements:

1. Each teacher must have served as a full-time

classroom teacher in any one (1) of the preceding three (3) school years.

2. Teacher qualifications.
3. School preference of teacher.

Middle school teachers with elementary certification/ licensure are eligible to teach subjects in grades seven (7) or eight (8) summer school.

Section 3. Appointment Procedures

A. A commitment of summer assignment by Human Resources will guarantee a teacher an appointment for the summer. However, a change in school or assignment may occur if a class does not materialize.

B. No later than March 31 of each year the District will notify the CTU if it desires to bargain over changes in working conditions for that year's summer school. Summer school applications will be sent to the buildings and distributed no later than April 20 of each school year. Applications will be returned to Human Resources by the last Friday in April (with appropriate adjustments for spring break as necessary). No later than the third Friday of May, each teacher shall be notified if he/she has a summer school assignment. Each teacher who declines the assignment must do so by June first of each school year by giving to his/her Principal the appropriate form. Final summer school assignments shall be made, and the teachers involved notified by no later than June tenth of each school year.

C. Teachers will also be able to indicate if they will accept a substitute position if all regular positions for which they are qualified and have indicated a preference for are filled. Those so indicating will be hired as substitutes in order of seniority. Vacancies occurring after the initial organization and staffing of summer school will be filled as were the original positions. Only the official application form may be used unless altered by mutual agreement of the administration and the Union.

D. The official application form will be agreed upon by the administration and the Union by April 15 of each year.

E. If night school is to be offered in summer school, teachers qualifying for a position will get their choice of day or night school. If day school is filled, teachers shall have a choice of night school or substituting as in "C" above.

F. Applicants whose summer applications were received after the date set by Human Resources will be considered for employment only after those applicants whose applications were received by the deadline date.

G. In the event a teacher with less seniority has been hired, through a calculation error, over a teacher with greater seniority, the teacher with greater seniority shall be hired immediately. A grievance on this matter will be submitted directly to the central office for immediate action.

Section 4. Administrators Replacing Teachers

No administrator shall replace a teacher in a teacher position during summer school.

Section 5. Organization Meetings

Summer school organization meetings shall be held on the first day of summer school.

Section 6. Summer School Representation

The CTU shall continue to have representation on the Summer School Planning Committee.

Section 7. Night School

Night school positions shall be posted and filled using the summer school procedures and qualifications.

ARTICLE 28
PAID HOLIDAYS

Section 1. Bargaining Unit Members

The school year shall include the following paid holidays for bargaining unit members (Excluding Substitute Teachers except as specified in Section 3):

A. Labor Day
B. Veterans' Day**
C. Thanksgiving
D. Friday after Thanksgiving
E. Christmas Day
F. New Year's Day
G. Martin Luther King, Jr. Day
H. Presidents' Day
I. Good Friday
J. Memorial Day

**Veterans' Day will be observed in years when it falls on a Friday, Saturday, Sunday or Monday. In years when Veterans' Day falls on a Tuesday, Wednesday, or Thursday, the District will observe Discoverer's Day. In years when Veterans' Day is not officially observed by the District, bona fide veterans will have the opportunity to utilize a Special Privilege Day to participate in Veterans' Day events.

Section 2. Summer School

July 4 will be a paid holiday for bargaining unit members employed for summer school.

Section 3. Substitute Teachers

Under the following conditions, substitute teachers will be reimbursed for those holidays designated above: 1) the specific substitute assignment is for six (6) or more consecutive days; 2) the specific substitute assignment is interrupted by one of the designated holidays; 3) the specific substitute assignment must continue at least one day after the holiday.

ARTICLE 29
EMPLOYEE BENEFITS

Section 1. Eligibility

For the purpose of this section regular employees entitled to employee benefits shall be defined as follows:

A. All certificated bargaining unit members employed prior to December 31, 1996, who work between 19 and 30 hours per week will be eligible for health insurance coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees. Certificated employees hired after January 1, 1997, who work 19 hours or more per week, shall also be eligible for Kaiser only single or family health insurance coverage.

B. Non certificated CTU bargaining unit members who work between 19 and 30 hours per week are eligible for single or family coverage from Kaiser on the same terms and conditions as full-time employees.

C. Employees Holding Two or More Positions. When an employee holds two (2) or more positions the determination of regular status is based on each separate assignment and not on a combined basis.

D. Substitute Health Care Benefits. A substitute will be eligible to purchase health care benefits from the District after five (5) consecutive days in the same assignment. After 60 consecutive days in the same assignment he/she is entitled to full employee benefits. For health care purposes the substitute is eligible to enroll for health care benefits on the sixty-first (61) day in the assignment. He or she must enroll within thirty (30) days of becoming eligible for health care. Coverage is effective on the first of the month following the thirty (30) day enrollment period. A substitute may obtain health care coverage over the summer by assuming the cost of such coverage at the District's group rate. (Article 23, Section 10.)

E. Working Spouse Insurance Coverage

1. Effective January 1, 2008 and except as provided in Sections 7 and 8 below, if a bargaining unit member's spouse is eligible to participate

(either as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer or retirement plan provider, the spouse must enroll in such employer or retirement plan sponsored group insurance coverage(s). The spouse is not required to enroll in family coverage in his/her employer or retirement plan sponsored group insurance coverage(s); nor is the spouse required to cover children.

2. Upon the spouse's enrollment in any such employer or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District family coverage.
3. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2008.
4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored coverage after the open enrollment period shall notify the District within thirty days.
5. If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to Articles 6 and 18.

6. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider, as required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the District.
7. Any bargaining unit member who selects family coverage provided by Kaiser shall not be subject to the provisions in Article 29 Section 1 (E).
8. Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, he/she is required to enroll in his/her employer's health care and/or prescription plan for single coverage, as provided in Sections 3 and 4 above.

Section 2. Medical Insurance

A. Subject to the limitations of Section 1 and Section 2(E), during the enrollment period each year (November), each eligible employee, may elect either single or family coverage from one of the following health care provider plans: Aetna, Kaiser Permanente HMO, Medical Mutual SuperMed Select or Medical Mutual SuperMed Plus. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self-insurance, under the self-insurance program, will be the same as provided on June 30, 2007. These benefit levels are set forth in Appendix T. All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following monthly premiums:

Provider	Single Coverage	Family Coverage
Aetna	$15.00	$30.00
Kaiser	$ 0.00	$10.00
MMO SuperMed Plus	$15.00	$30.00
MMO SuperMed Select	$15.00	$30.00

All employee contributions are made by payroll deduction. (See Appendix T for level of health care benefits.)

B. Health Care Coverage Stability. With the concurrence of the CTU, the District may drop any health care provider during the term of this Agreement. If the district wishes to add any new providers, the CTU will be involved in the bidding process and the selection of providers.

C. Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on June 30, 2007; (b) the disruption analysis of the non- Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health Systems Network and the Cleveland Clinic Health Systems Network; (d) all pre-existing conditions will be covered unless currently restricted by HIPAA. The CTU will be involved in the development of the self-insurance program. Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption analysis.

D. Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the year, he/she shall receive two semi-annual payments of $250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family coverage), he/she will receive two semi-annual payments of $125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

E. Durable Medical Equipment. *(Appendix T.)*

F. Hard Audit. During the open enrollment period, the District shall have the right to conduct a hard audit requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

Section 3. Prescription Drug Plan

(Appendix T.)

Section 4. Shared Savings

An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to $500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.

Section 5. Vision Care

All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the CTU as provided by Spectera. *(Appendix T.)*

Section 6. Dental Plan

(Appendix T.)

Section 7. Blood-Borne Pathogen

The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

Section 8. Section 125 Plan

The District agrees to provide an IRS Section 125 plan with respect to employee insurance premium payments as well as child care and dependent care expenses under applicable provisions of the Internal Revenue Code. Employees who are enrolled in health insurance plans that require the employee to pay a portion of the monthly premiums may elect (on forms prescribed by the District) to have such payments deducted on a pre-tax basis to the maximum extent permitted by federal and state law. Employees may also elect (on forms prescribed by the District) to pay documented child care and dependent care expenses of up to $5,000.00 per year on a pre-tax basis (or to the maximum extent permitted by law), provided that such expenses meet the requirements set forth in the applicable Internal Revenue Code and regulations. Employees may also elect (on forms prescribed by the District) to pay documented dental and vision care expenses and up to $50,000 worth of life insurance per year with before-tax dollars through the District's Section 125 Plan, consistent with applicable federal law.

Section 9. Life Insurance

The District shall underwrite the cost of $10,000 group life insurance policy for all regular employees. The District also will provide employees with the option

of purchasing up to $150,000 of life insurance through payroll deduction.

Section 10. Extended Coverage

A. Automatic Summer Coverage. Both hospitalization and group life insurance protection will be extended into the summer months for covered persons employed in positions which are normally school year active only. This includes personnel as defined in Section 548 of the Administrative Code.

This extended coverage will terminate in September should the employee fail to return to active payroll status at that time. Any payroll deductions being made for hospitalization and/or group life insurance will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months.

B. Inactive Payroll Status. Hospitalization and life insurance coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as follows:

1. In order to continue hospitalization the inactive employee will have to pay directly to the hospitalization agency the bill that will be received from them.
2. In order to continue life insurance coverage the inactive employee must contact the insurance company and complete conversion requirements within thirty-one (31) days from the last day of active payroll status.

C. Resignation and Retirement.

1. Teachers who resign after June 15th will continue to receive District-paid hospitalization through August (subject to the conditions set forth in Section 2 herein).
2. Teachers who retire as of July 1st, will continue to receive paid hospitalization through August (subject to the conditions set forth in Section 2 herein).

Section 11. STRS Payments

The District agrees to pay the employee's share of the payment to the State Teacher's Retirement System (STRS) in accordance with Ohio Attorney General's Opinion 82-097. The District shall offer the option to purchase STRS/SERS credit through tax-deferred payroll deduction.

Section 12. Joint Effort for Improvement

A. The District and the CTU shall work jointly to gain legislation to improve retirement benefits, improve employee benefits, increase state aid, and extend employee

benefits to retired teachers.

B. It is hereby agreed that the District and the CTU shall jointly explore, and encourage the receipt of, new sources of District revenue. This will be accomplished through the auspices of the conceptually agreed upon "Joint Committee on Lobbying," and with the inclusion of other interested parties (e.g., members of other employee groups, including CCAS, parent representatives, District representatives, and business/community representatives).

C. A Health Care Subcommittee shall be established with five members appointed by the CEO and five members appointed by the Presidents of the five largest unions representing District employees, each President to appoint one member. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the Union Presidents regarding (1) mandatory re-enrollment; (2) opt-out options; (3) modifications to any portion of this Article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the committee may want to consider; (4) conversion to a pharmacy benefit manager format; and (5) such other matters as the Subcommittee may elect to explore.

The Subcommittee's first task shall be to determine the most efficient, accurate and cost effective method of completing benefit re-enrollment for all of the District's employees. The Subcommittee will submit its report for the reenrollment process to be followed to the CEO and the Presidents of the five largest unions representing District employees by February 1, 2001. If the CEO and each of the five Union Presidents are unable to unanimously agree to the terms of re-enrollment, then the last best offer of the District and the Unions shall be submitted to an arbitrator for final, binding arbitration with the arbitrator selecting either the District's or the Unions' proposal. Implementation shall take place as soon as is practicable.

Should the Subcommittee propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Presidents of the affected Unions.

Any recommended changes regarding this Article shall require the affirmative vote of (a) each and every one of the five (5) union Presidents and (b) the Chief Executive Officer. If the parties agree upon such a change but dispute what, if any, future improvement should be made with the savings, if any, resulting from the change(s), the amount

of the savings, the amount of the savings to be applied to future improvements or the projected costs of such future improvements, the majority of the unions or the CEO may determine to submit the matter to arbitration. All Unions involved will present one position and will select one representative at such arbitration and 20 days in advance will identify the issue or issues to be arbitrated on behalf of all unions. The CTU agrees that any savings realized from the modifications negotiated into Article 29 have been used to fund a part of the wage increase.

Section 13. Legal Defense

The District will continue to comply with Ohio Revised Code Chapter 2744.

Section 14. Certification/Licensure Funding

The District will offer a certification/licensure program as a pilot program. Up to fifty (50) bargaining unit members who decide to seek certification/licensure in a "high need" subject area, as defined by written mutual agreement of the District and the CTU, (e.g., Special Education, science, mathematics and bilingual education) are eligible for the District's certification/licensure program in any given school year. This program provides funding for the cost of obtaining the certification/licensure up to a maximum of five thousand dollars ($5,000) per employee. To be eligible, the employee must be continuously employed by the District while seeking the certification/licensure and continue in employment for five (5) years after becoming certified/ licensed. In addition, if a position within the "high need" area becomes vacant and is offered to the bargaining unit member, she/he must accept the position.

The interested employee may apply for assistance in securing the certification/licensure in the high-need area with the District's Professional Development office by filing a Professional Development Plan outlining the proposed course of study to obtain the certification/ licensure, including a proposed timeline for completion. If accepted, the employee will be provided funding, up to one thousand two hundred and fifty dollars ($1,250) (less any applicable taxes) for each quarter of the certification/ licensure program. Should the bargaining unit member not continue to progress toward completion of the program leading to the additional certification/licensure, or should the bargaining unit member leave employment with the District less than 5 years after receiving the additional certification/licensure, the teacher will be obligated to repay all monies received, either through a deduction from his/her paycheck(s) or other legal means.

Section 15. Mileage.

All bargaining unit members who are required to travel on school business (excluding travel to and from home) as part of their job responsibilities will receive the Internal Revenue Service mileage rate in effect on September 1 of that school year. Bargaining unit members who choose to accept a second District position (for example, regular classroom teachers who accept adult education positions) are not eligible for mileage when traveling from the primary position to the additional position.

Section 16. Parking Expenses

The District shall provide a monthly parking pass during working months to any CTU bargaining unit member involuntarily assigned to the Lakeside Administration Building as their primary assignment. Bargaining unit members who are reassigned to the Administration Building on an emergency basis will be reimbursed for parking expenses incurred while assigned to the Administration Building if no discipline results.

ARTICLE 30
MATTERS RELATING TO WAGES AND BENEFITS

Section 1. Mutual Agreement for Various Compensations in CTU Bargaining Unit

The Union and the District shall meet and discuss any compensation involving members of the CTU bargaining unit, including differentials or bonuses or incentive plans in an attempt to reach agreement.

Section 2. Wages and Other Compensation

A. Effective July 1, 2007, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rate for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

B. Except as provided in section a. below, effective July 1, 2008, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rates for substitutes; the miscellaneous rates of pay for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

a. This increase is contingent upon the district continuing to receive in fiscal year 2009 no less than the amount of monies in total state

foundation aid (not including pre-school and special education transportation) as received in fiscal year 2007 as stated in line 22 of the 2007 SF-3. If the District notifies the Union President no later than January 15, 2008 of the reduction in total state foundation aid (not including pre-school and special education transportation), the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2009.

C. Except as provided in section a. below, effective July 1, 2009, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rates for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

a. This increase is contingent upon funds sufficient to support the rates. If the District notifies the Union President no later than March 1, 2009, or such later date as mutually agreed, that there are not sufficient funds to support these wage rates, the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2010.

D. Members of the CTU bargaining unit shall be paid in accordance with the appropriate salary, differential,

wage or other compensation schedule set forth in the Appendix.

E. A holder of an earned L.L.B., L.L.D. or J.D. degree shall be considered equivalent to a Master's Degree and the individual will be placed on Schedule "D." A written three year future commitment to remain with the District is required prior to placement on Schedule "D."

Section 3. Advancement on Salary Schedule and Salary Adjustment

A. Effective Date of Salary Adjustments Due to Academic Credit. Salary adjustments shall be made on the basis of academic credits earned prior to the start of each semester of the school year. Evidence of credits earned shall consist of official college or university transcripts filed with Human Resources. The filing deadline for the first semester shall be October 1; for the second semester, March 1. *(Appendix F.)*

B. Graduate Training Credit for Schedules E and F. All graduate hours earned prior to February 1, 1969, which are directly related to teaching will be considered acceptable toward meeting the requirements of Schedules "E" and "F."

For all graduate hours earned after February 1, 1969, only those graduate hours approved as a part of a planned program by Human Resources will be acceptable in meeting the requirements of Schedules "E" and "F."

C. Prior Teaching Experience and/or Military Service. Entrance salary credit is given to a maximum of five (5) years for either prior teaching experience or military service or a combination of both. Teachers with previous experience in the District shall be granted up to seven (7) years credit on the appropriate salary schedule.

D. In-Service Training. A teacher receiving a differential for in-service training will have the amount of the differential indicated separately on his/her contract with the District.

Section 4. New Teacher Pre-Service Training

Teachers new to the District are required to report for pre-service training. The appropriate step and schedule salary as shown includes remuneration for this week of pre-service. Failure to report will result in a loss of pay.

Section 5. Procedure for Payment of Wages

A. Annual salaries will be disbursed in twenty-six (26) bi-weekly installments. Reductions for services not rendered shall be at the rate of 1/195th for each day out of pay status.

B. Check Distribution.

1. Checks and check vouchers are to be mailed to

the employee's home address. All employees must provide Human Resources with a current home address and phone number.

2. Any paid assignment performed during the regular report period will be paid within three (3) weeks of the end of the period. Payment for participation in the student activity program will be made by the second pay day following the conclusion of each semester.
3. Employees who have lost their checks through any error must complete the form set forth in Appendix F so that the process of replacing the check will be accelerated.
4. When the paycheck of an employee is lost, stolen, or not received from the District, upon timely notification by the employee, a duplicate check shall be issued within one (1) working day.

   The employee must sign a certificate of loss or nonreceipt. The District shall not intentionally withhold, deduct, or otherwise delay or refuse to pay the wages of an employee unless the bargaining unit member is on authorized unpaid absence or has been provided due process.

   Prior to submission of each payroll, the Union Chapter Chairperson will confer with the Principal, or his/her designee, relative to any payroll problem. The Chairperson shall communicate irregularities to affected member(s). The member is responsible for resolving irregularities with the on-site administrator.

   When new bargaining unit positions are created, the Union will be informed of the new bargaining unit position, including the job description and rate of pay.
5. If the District determines that the employee's wages were withheld in violation of Article 30, section 5(B)(4), the District will compensate the affected employee all withheld wages plus ten percent (10%) of the amount of wages wrongfully withheld.

C. Payment for Differential Assignments. All persons receiving a differential for an assignment, other than for athletic coaching, will be paid in four (4) equal installments, on or about December 1, February 1, April 15 and June 15. Differentials for athletic coaching, except for the Athletic Director, will be paid at the conclusion of

the season and/or athletic assignment.

D. Summer School. Summer school personnel will be paid bi-weekly according to the published regular teachers' schedule of payroll periods and pay dates.

Section 6. Royalties

Members of the bargaining unit who author tapes, records, computer code, movies, pamphlets, textbooks or any other instructional materials on their own time and with their own resources which may have commercial value shall not be denied royalties and compensations, except for those materials which are used in the District by permission of the author.

Section 7. Pay Option

Bargaining unit members (not on extended year contracts) shall have the option to select either a twenty (20) or twenty-six (26) biweekly pay plan. The option will be phased in, with 20% of bargaining unit members by seniority offered the option each year starting with the 2001-02 school year.

Section 8. Rates of Pay

A. Daily Rate. All certificated employees will receive the daily rate for regular school year/regular school hours and mandatory, District-wide professional days, as well as voluntary professional days as set forth in Article 9, Section 2.

B. Pay for Voluntary Instructional Activities Outside the Regular Day. (In-Service Instructor). All certificated employees will receive a set hourly amount, set forth in Appendix A as the Instructional Rate, for instructional activities conducted outside the regular school day or year, including, but not limited to, after school/ weekend proficiency activities with students, curriculum development activities, mentoring and leading of professional development activities. This rate does not apply to retreats not designated as voluntary professional days under Article 9, Section 2.

C. Pay for Voluntary Attendance at Professional Development Activities. (In-Service). All certificated employees will receive a set hourly amount, set forth in Appendix A as the In-Service Rate, for attendance at professional development activities, except as otherwise specified in this Agreement. This rate does not apply to retreats not designated as voluntary professional days under Article 9, Section 2. For the successor contract, this rate will be used for all purposes where the 1996-2000 contract called for the in-service rate.

ARTICLE 31
NEGOTIATION, SEVERABILITY AND DURATION

Section 1. Negotiations

A. The District shall make available to the CTU upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this agreement.

B. It is hereby agreed that the District and the CTU shall jointly explore, and encourage the receipt of, new sources of District revenue. This will be accomplished through the auspices of the conceptually agreed upon "Joint Committee on Lobbying," and with the inclusion of other interested parties (e.g., members of other employee groups, including CCAS, parent representatives, District representatives and business/community representatives).

Multiple sources of funding shall be explored by the representative lobbying team, using a formulated and agreed upon strategy, and seeking increased funds from such sources as the following:

1. State Basic Aid (Within the Existing Formula)
2. State DPIA Allocations
3. State Unit (Vocation and Special Education) Funding
4. Kindergarten and Early Childhood Program Funding
5. Funding for Other State-Mandated Programs Initiatives, such as S.B. 140
6. Securing Funds to Offset Special Education Mainstreaming Costs
7. Alteration/Improvement/or Development of a More Equitable Funding Formula
8. Regular Operating Property or Income Tax Levies (as distinct from the "educational improvement" levy)
9. Agreements on the Limitations of Tax Abatements and Tax Increment Financing (TIF)
10. Federal Allocations.

C. Alternative Dispute Resolution. The procedure set forth in Ohio Revised Code Section 4117.14 will be followed, except that the fact-finding process must be scheduled such that the fact-finder's report is required to be submitted to the parties no earlier than the third Monday in May of the applicable year, and no later than the first Monday in June of the applicable year. Bargaining unit members will be considered eligible to vote on the

fact-finder's report provided they have: Paid their Union dues during that calendar year; and are on the District payroll in the month of May. Nothing in this Agreement shall preclude the parties from agreeing to an alternative dispute resolution procedure different from that specified above.

D. In the event that negotiations between the District and the CTU reach a point of impasse, federal mediation may be employed, if requested by either party. The request to implement this mediation process shall be made no later than fifteen (15) calendar days prior to the expiration date of the contract.

E. There shall be no reprisals.

Section 2. Provisions Contrary to Law

If any provisions of this Agreement shall be found contrary to law, then such provisions or application shall be deemed to be invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force.

Section 3. Duration

The duration of this Agreement shall be from July 1, 2007, through June 30, 2010. However, if the District notifies the Union President no later than January 15, 2008, as provided in Article 30, Section 2(B)(a), the contract shall expire on June 30, 2008, for all matters except subcontracting, as found in Article 22, and insurance benefits, as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the negotiation procedure found in Section C above shall apply. If the District notifies the Union President no later than March 1, 2009, as provided in Article 30, Section 2(C)(a), the contract shall expire on June 30, 2009, for all matters except subcontracting, as found in Article 22, and insurance benefits, as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the negotiation procedure found in Section C above shall apply.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8th day of May, 2007.

BOARD OF EDUCATION FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

CLEVELAND TEACHERS UNION AMERICAN FEDERATION OF TEACHERS, LOCAL 279, AFL-CIO

APPENDIX A

TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2007

39 Weeks/195 Days

Step	Schedule A No Degree	Schedule B B.A.	Schedule C B.A. + ½ M.A. B.A. + 30 Hrs.	Schedule D M.A.	Schedule E M.A. +15 Grad. Semester Hrs.	Schedule F M.A. + 30 Grad. Semester Hrs.
1	28,537	36,322	36,573	38,218	38,477	39,240
2	29,734	37,221	38,343	40,270	40,270	40,270
3	31,143	38,406	40,000	42,602	42,602	42,602
4	32,380	39,794	41,925	45,004	45,004	45,004
5	34,024	41,798	44,195	47,821	47,821	47,821
6	34,514	43,578	46,226	50,399	50,749	50,749
7	36,838	45,369	48,270	52,777	53,406	53,406
8	38,242	47,239	50,299	55,376	56,077	56,077
9	39,930	49,391	52,655	58,248	59,024	59,024
10	41,345	51,269	54,771	60,823	61,669	61,925
11	42,786	53,128	56,912	63,426	64,350	64,898
12	44,253	55,004	59,073	66,007	67,005	67,571
13	46,111	57,221	61,640	69,080	69,998	70,741
14	47,651	59,096	63,170	69,525	70,440	71,183
15	49,258	59,501	63,941	69,525	70,440	71,183
16	51,181	59,870	64,311	69,895	70,816	71,551
17	51,181	59,870	64,311	69,895	70,816	71,551
18	51,709	59,870	64,311	69,895	70,816	71,551
19	51,709	59,870	64,311	69,895	70,816	71,551
20	51,709	59,870	64,311	69,895	70,816	71,551
21	52,734	60,893	65,331	70,916	71,834	72,576
22	52,734	60,893	65,331	70,916	71,834	72,576
23	52,734	60,893	65,331	70,916	71,834	72,576
24	52,734	60,893	65,331	70,916	71,834	72,576
25	52,734	60,893	65,331	70,916	71,834	72,576
26	53,901	62,059	66,497	72,091	73,003	73,744
27	53,901	62,059	66,497	72,091	73,003	73,744
28	53,901	62,059	66,497	72,091	73,003	73,744
29	53,901	62,059	66,497	72,091	73,003	73,744
30	53,901	62,059	66,497	72,091	73,003	73,744
31	55,366	63,518	67,961	73,542	74,463	75,205
32	55,366	63,518	67,961	73,542	74,463	75,205
33	55,366	63,518	67,961	73,542	74,463	75,205
34	55,366	63,518	67,961	73,542	74,463	75,205
35	55,366	63,518	67,961	73,542	74,463	75,205
36	57,119	65,272	69,716	75,299	76,219	77,042

TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2008

39 Weeks/195 Days

(Subject to Article 30, Section 2)

Step	Schedule A No Degree	Schedule B B.A.	Schedule C B.A. + 1/2 M.A. B.A. + 30 Hrs.	Schedule D M.A.	Schedule E M.A. +15 Grad. Semester Hrs.	Schedule F M.A. + 30 Grad. Semester Hrs.
1	29,393	37,412	37,670	39,365	39,631	40,417
2	30,626	38,338	39,493	41,478	41,478	41,478
3	32,077	39,558	41,200	43,880	43,880	43,880
4	33,352	40,988	43,183	46,354	46,354	46,354
5	35,045	43,052	45,521	49,255	49,255	49,255
6	35,550	44,886	47,613	51,911	52,272	52,272
7	37,943	46,731	49,718	54,361	55,008	55,008
8	39,389	48,656	51,808	57,037	57,760	57,760
9	41,128	50,872	54,234	59,995	60,795	60,795
10	42,586	52,807	56,414	62,647	63,519	63,782
11	44,070	54,722	58,619	65,329	66,281	66,845
12	45,581	56,654	60,845	67,987	69,015	69,598
13	47,494	58,937	63,490	71,152	72,098	72,864
14	49,080	60,869	65,065	71,611	72,553	73,319
15	50,735	61,286	65,860	71,611	72,553	73,319
16	52,716	61,666	66,240	71,992	72,940	73,698
17	52,716	61,666	66,240	71,992	72,940	73,698
18	53,260	61,666	66,240	71,992	72,940	73,698
19	53,260	61,666	66,240	71,992	72,940	73,698
20	53,260	61,666	66,240	71,992	72,940	73,698
21	54,316	62,719	67,291	73,043	73,989	74,753
22	54,316	62,719	67,291	73,043	73,989	74,753
23	54,316	62,719	67,291	73,043	73,989	74,753
24	54,316	62,719	67,291	73,043	73,989	74,753
25	54,316	62,719	67,291	73,043	73,989	74,753
26	55,518	63,920	68,492	74,253	75,193	75,956
27	55,518	63,920	68,492	74,253	75,193	75,956
28	55,518	63,920	68,492	74,253	75,193	75,956
29	55,518	63,920	68,492	74,253	75,193	75,956
30	55,518	63,920	68,492	74,253	75,193	75,956
31	57,027	65,424	70,000	75,748	76,697	77,462
32	57,027	65,424	70,000	75,748	76,697	77,462
33	57,027	65,424	70,000	75,748	76,697	77,462
34	57,027	65,424	70,000	75,748	76,697	77,462
35	57,027	65,424	70,000	75,748	76,697	77,462
36	58,832	67,230	71,807	77,558	78,506	79,353

TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2009

39 Weeks/195 Days

(Subject to Article 30, Section 2)

Step	Schedule A No Degree	Schedule B B.A.	Schedule C B.A. + 1/2 M.A. B.A. + 30 Hrs.	Schedule D M.A.	Schedule E M.A. +15 Grad. Semester Hrs.	Schedule F M.A. + 30 Grad. Semester Hrs.
1	30,275	38,534	38,801	40,546	40,820	41,630
2	31,545	39,488	40,678	42,722	42,722	42,722
3	33,040	40,745	42,436	45,196	45,196	45,196
4	34,352	42,218	44,478	47,745	47,745	47,745
5	36,096	44,344	46,887	50,733	50,733	50,733
6	36,616	46,232	49,042	53,468	53,840	53,840
7	39,081	48,132	51,210	55,991	56,658	56,658
8	40,571	50,116	53,362	58,748	59,492	59,492
9	42,362	52,398	55,861	61,795	62,619	62,619
10	43,863	54,392	58,107	64,527	65,425	65,696
11	45,392	56,364	60,378	67,289	68,269	68,851
12	46,948	58,354	62,670	70,026	71,085	71,686
13	48,919	60,705	65,394	73,287	74,261	75,050
14	50,553	62,695	67,017	73,759	74,729	75,518
15	52,257	63,125	67,835	73,759	74,729	75,518
16	54,298	63,516	68,228	74,151	75,128	75,908
17	54,298	63,516	68,228	74,151	75,128	75,908
18	54,858	63,516	68,228	74,151	75,128	75,908
19	54,858	63,516	68,228	74,151	75,128	75,908
20	54,858	63,516	68,228	74,151	75,128	75,908
21	55,945	64,601	69,309	75,234	76,209	76,996
22	55,945	64,601	69,309	75,234	76,209	76,996
23	55,945	64,601	69,309	75,234	76,209	76,996
24	55,945	64,601	69,309	75,234	76,209	76,996
25	55,945	64,601	69,309	75,234	76,209	76,996
26	57,183	65,838	70,546	76,481	77,449	78,235
27	57,183	65,838	70,546	76,481	77,449	78,235
28	57,183	65,838	70,546	76,481	77,449	78,235
29	57,183	65,838	70,546	76,481	77,449	78,235
30	57,183	65,838	70,546	76,481	77,449	78,235
31	58,737	67,386	72,100	78,021	78,998	79,785
32	58,737	67,386	72,100	78,021	78,998	79,785
33	58,737	67,386	72,100	78,021	78,998	79,785
34	58,737	67,386	72,100	78,021	78,998	79,785
35	58,737	67,386	72,100	78,021	78,998	79,785
36	60,597	69,247	73,961	79,885	80,861	81,734

PRIOR TEACHING EXPERIENCE AND/OR PRIOR MILITARY SERVICE

Entrance salary credit is given to a maximum of five (5) years of either or a combination of both. Teachers with previous District experience shall be granted up to seven (7) years of credit on the appropriate salary schedule for District teaching experience only. Nurses who are employed by the District after September 1, 1995 shall be given credit, effective September 1, 2000, for up to five years of relevant prior experience.

DEGREES

(1) BA+ 1/2 is interpreted to be fifteen (15) graduate semester hours or a total of 150 undergraduate and graduate semester hrs.
(2) MA is interpreted to be the conferred Masters degree.
(3) MA + 15 Graduate Hours is interpreted to be 15 graduate semester hours completed subsequent to the conferring of the Masters degree.
(4) MA + 30 Graduate Hours is interpreted to be 30 graduate semester hours completed subsequent to the conferring of the Masters degree.

All graduate hours earned prior to February 1, 1969, which are related to teaching will be considered acceptable toward meeting the requirements of Schedules E & F. After February 1, 1969, only those graduate hours approved as a part of a planned program by Human Resources will be acceptable in meeting the requirements of Schedules E & F.

TRADES AND INDUSTRY SALARY SCHEDULE

This schedule is applicable only to those teachers serving in State-approved trade and industry programs. The five (5) years experience required by State Law for certification of a trades and industry teacher shall be equated to placement on the beginning salary step of the BA schedule.

As many as three additional years credit may be granted for trades and industry experience beyond this five year minimum.

B.A. Degree Plus Trade Experience	***Step On Schedule C***
B.A. Degree plus 3 years	01
B.A. Degree plus 4 years	02
B.A. Degree plus 5 years	03
B.A. Degree plus 6 years	04

**Trade Experience Only*	*Step On Schedule B*
5 years	01
6 years	02
7 years	03
8 years	04

*Successful completion of 75 semester hours of college credit shall enable a trades and industry teacher to be placed on Schedule B.

PER DIEM RATE FOR SUBSTITUTE TEACHERS
Effective July 1, 2007
2008 and 2009 subject to Article 30, Section 2

Inexperienced Substitutes:	**7/1/07 3.0%**	**7/1/08 3.0%**	**7/1/09 3.0%**
A. Per Day	120.24	123.85	127.56
B. Per day on the 6th day and each succeeding day in the same assignment	134.06	138.09	142.23

Experienced Substitutes:

Those who have had two or more years of regular teaching experience, have had 120 or more days of substitute teaching service during each of the two school years immediately prior to reappointment or appointment.

	7/1/07 3.0%	**7/1/08 3.0%**	**7/1/09 3.0%**
A. Per Day	134.06	138.09	142.23
B. Per day on the 6th day and each succeeding day in the same assignment	155.81	160.48	165.30

Payment for Holidays

Substitute teachers who are assigned for six or more consecutive days, and whose specific substitute assignment is interrupted by one of the designated holidays, and who return to the same assignment for at least one day following the holiday, will be paid for the following designated holidays:

Labor Day	Martin Luther King, Jr. Day
Veteran's Day	President's Day
Thanksgiving Day *(2 days)*	Good Friday
Christmas Day	Memorial Day
New Year's Day	

Fair Share

All substitutes must either join the CTU or pay fair share fees which are prorated annually. There is a packet of information concerning fair share fees and agency fee procedures available in both the personnel office and the CTU office. Unless you complete payroll deduction cards to become a full dues paying member, you will be added to the CTU roster as a fair share fee payer, NOT entitled to CTU voting privileges or $1,000,000 liability insurance coverage through the American Federation of Teachers.

Senate Bill 38 — Criminal Records Check

Ohio Senate Bill 38 requires criminal records check of applicants who have applied to a school district for employment in any position as a person responsible for the care, custody or control of a child. When an applicant is under final consideration of hire, he/she will be given information regarding the records check by the personnel office. Records checks are made through the Ohio Bureau of Criminal Identification and/or the Federal Bureau of Investigation.

MISCELLANEOUS RATES OF PAY

		July 1, 2007	July 1, 2008	July 1, 2009
1	**Special Substitute**			
	a. Per period as assigned by Principal	**24.68**	**24.68**	**24.68**
	b. Per day for 1/3 of an elementary or K-8 self-contained class when a substitute teacher is requested but not available	**55.06**	**55.06**	**55.06**
2	**In-Service Instructor**	**41.16**	**41.16**	**41.16**
3	**In-Service Workshop and Curriculum Development**	**27.47**	**27.47**	**27.47**
4	**LD Tutors and Hourly Teachers (Primary Job)**			
		July 1, 2007	**July 1, 2008**	**July 1, 2009**
		3%	**3%**	**3%**
		Subject to Article 30, Section 2		
	Step 1	**28.29**	**29.14**	**30.02**
	Step 2	**29.08**	**29.95**	**30.85**
	Step 3	**29.89**	**30.78**	**31.71**
	Step 4	**30.69**	**31.61**	**32.56**
	Step 5	**31.51**	**32.45**	**33.43**
	Step 6	**32.32**	**33.28**	**34.28**
	Step 7	**33.11**	**34.10**	**35.13**
	LD Tutors will be paid for 24 hours of parent conferences in July 2001-2003			
5	**Adult Education Teachers Regular Teachers (Primary Job)**			
	a. BA Degree	**37.98**	**39.12**	**40.29**
	b. BA Degree + 15 Sem. Hrs.	**40.45**	**41.67**	**42.92**
	c. MA Degree	**42.92**	**44.21**	**45.54**
	d. MA Degree + 30 Sem. Hrs.	**46.23**	**47.62**	**49.05**

		July 1, 2007	July 1, 2008	July 1, 2009
6	**School Camp Nurse** Per day for five day week (8 am Monday to 3:30 pm Friday)	**198.17**	**198.17**	**198.17**
7	**Homeroom Teacher for Live-in Camp** (Per night)	**84.22**	**84.22**	**84.22**

		July 1, 2007	July 1, 2008	July 1, 2009
8	**Hourly rate for Teachers employed by the Board but not under a limited or continuing contract:**	**3%**	**3%**	**3%**
		Subject to Article 30, Section 2		
	a. Non-Regular Teaching Employee	**27.62**	**28.44**	**29.30**
	b. Regular Cleveland Teaching Employee	**28.29**	**29.14**	**30.02**

9 **Summer School - The hourly rate paid summer school teachers shall be a rate calculated by multiplying the teacher's daily base rate by .125 or the prevailing hourly in-service workshop rate, whichever may be higher.**

10.	**LD Tutors and Hourly Teachers (Secondary Job)**	July 1, 2007	July 1, 2008	July 1, 2009
	Step 1	**27.47**	**27.47**	**27.47**
	Step 2	**28.23**	**28.23**	**28.23**
	Step 3	**29.02**	**29.02**	**29.02**
	Step 4	**29.80**	**29.80**	**29.80**
	Step 5	**30.58**	**30.58**	**30.58**
	Step 6	**31.36**	**31.36**	**31.36**
	Step 7	**32.15**	**32.15**	**32.15**

11.	**Adult Education Teachers**			
	Regular Teachers (Secondary Job)	**July 1, 2007**	**July1, 2008**	**July 1 2009**
	BA Degree	**36.87**	**36.87**	**36.87**
	BA Degree + 15 Sem. Hrs.	**39.27**	**39.27**	**39.27**
	MA Degree	**41.67**	**41.67**	**41.67**
	MA Degree + 30 Sem Hrs.	**44.89**	**44.89**	**44.89**

DIFFERENTIAL LISTINGS
ALL EXTRACURRICULAR ACTIVITIES ARE CONTINGENT UPON AVAILABLE FUNDS

JOB CLASS				PAYMENT	
	POSITION TITLE	2007	2008	2009	QTR
SENIOR HIGH		ANNUAL DIFFERENTIAL			
840110	Athletic Director, Sr.	$5,445	$5,445	$5,445	1, 2, 4
840140	Coach, Baseball, Sr.	3,627	3,627	3,627	4
840150	Coach, Basketball, Boys, Sr.	3,627	3,627	3,627	2
840490	Coach, Basketball, Girls, Sr.	3,627	3,627	3,627	2
840280	Coach, Bowling, Sr.	1,542	1,542	1,542	1
840160	Coach, Cross Country, Boys, Sr.	1,542	1,542	1,542	1
840500	Coach, Cross Country, Girls, Sr.	1,542	1,542	1,542	1
840540	Coach, Fencing, Sr.	1,542	1,542	1,542	3
840170	Coach, Football, Sr.	3,627	3,627	3,627	1
840180	Coach, Golf, Sr.	1,542	1,542	1,542	1
840530	Coach, Gymnastics, Sr.	1,542	1,542	1,542	*
840720	Coach, Soccer, Sr.	1,542	1,542	1,542	1
840480	Coach, Softball, Girls, Sr.	3,627	3,627	3,627	4
840800	Coach, Swimming,	1,542	1,542	1,542	2
840190	Coach, Tennis, Boys, Sr.	1,542	1,542	1,542	4
840200	Coach, Tennis, Girls, Sr.	1,542	1,542	1,542	1
840210	Coach, Track, Boys, Sr.	3,627	3,627	3,627	4
840510	Coach, Track, Girls, Sr.	3,627	3,627	3,627	4
840460	Coach, Track, Outdoor Only, Boys, Sr.	1,814	1,814	1,814	4
840740	Coach, Track, Outdoor Only, Girls, Sr.	1,814	1,814	1,814	4
840520	Coach, Volleyball, Girls, Sr.	3,627	3,627	3,627	1
840220	Coach, Wrestling, Sr.	3,627	3,627	3,627	2
840230	Asst. Coach, Baseball, Sr.	2,070	2,070	2,070	4
840240	Asst. Coach, Basketball, Boys, Sr.	2,070	2,070	2,070	2
840750	Asst. Coach, Basketball, Girls, Sr.	2,070	2,070	2,070	2
840560	Asst. Coach, Cross Country, Boys, Sr.	1,285	1,285	1,285	1
840820	Asst. Coach, Cross Country, Girls, Sr.	1,285	1,285	1,285	1
840250	Asst. Coach, Football, Sr.	2,070	2,070	2,070	1
840580	Asst. Coach, Gymnastics, Sr.	1,285	1,285	1,285	*
840810	Asst. Coach, Soccer, Sr.	1,285	1,285	1,285	1
840550	Asst. Coach Softball, Girls, Sr.	2,070	2,070	2,070	4
840470	Asst. Coach, Swimming	1,285	1,285	1,285	2
840260	Asst. Coach, Track, Boys, Sr.	2,070	2,070	2,070	4
840760	Asst. Coach, Track, Girls, Sr.	2,070	2,070	2,070	4
840570	Asst. Coach, Track, Outdoor, Boys	1,285	1,285	1,285	4
840790	Asst. Coach, Track, Outdoor, Girls	1,285	1,285	1,285	4
840100	Asst. Coach, Volleyball	2,070	2,070	2,070	1
840270	Asst. Coach, Wrestling, Sr.	2,070	2,070	2,070	2

840120	Intramural Director, Boys, Sr.	1,453	1,453	1,453	1,2,3,4,
840130	Intramural Director, Girls, Sr.	1,453	1,453	1,453	1,2,3,4,
840290	Band Director, Sr.	2,178	2,178	2,178	1,2,3,4,
840700	Orchestra, Director, Sr.	1,088	1,088	1,088	1,2,3,4,
840350	Vocal Music Director, Sr.	1,632	1,632	1,632	1,2,3,4,
840300	Drill Team, Sr. (min 12 students)	1,584	1,584	1,584	1,2,3,4,
840780	Highstepper, Sr. (min 12 students)	1,584	1,584	1,584	1,2,3,4,
840310	Cheerleader Sponsor, Sr.	1,584	1,584	1,584	1,2,3,4,
840320	Dramatics, Director, Sr.	2,178	2,178	2,178	1,2,3,4,
840330	Newspaper Advisor	2,543	2,543	2,543	1,2,3,4,
840340	Yearbook Advisor, Sr.	2,395	2,395	2,395	1,2,3,4,
840960	Majorettes (min. 7 students)	791	791	791	1,2,3,4,
840970	Flag Squads (min. 7 students)	791	791	791	1,2,3,4,
840900	Proficiency Test Consulting Teacher	2,262	2,262	2,262	1,2,3,4,

Student Council Advisor
One (1) unassigned period, per day, to work with Student Council
Senior Class Advisor
One (1) unassigned period, per day, to work with Senior Class

*Not currently being offered.

The Senior High athletic director, head football coach, and four (4) assistant coaches will receive two-nineteenth (2/19) of the ensuing year's salary for pre-season football practice.

The head volleyball coach, head cross-country coach, head soccer coach, head golf coach, assistant volleyball coach, and assistant soccer coach will receive one-nineteenth (1/19) of the ensuing year's salary for pre-season practice.

MIDDLE SCHOOLS

840620	Athletic Director	1,814	1,814	1,814	1,2,4
	(Must have responsibilities for (5) or more sports)				
840370	Coach, Basketball, Boys, Inter.	1,542	1,542	1,542	3
840590	Coach, Basketball, Girls, Inter.	1,542	1,542	1,542	1
840545	Coach, Fencing, Middle	1,542	1,542	1,542	3
840185	Coach, Golf, Middle	1,542	1,542	1,542	4
840380	Coach, Soccer, Inter	1,542	1,542	1,542	1
840390	Coach, Track, Boys, Inter.	1,542	1,542	1,542	4
840600	Coach, Track, Girls, Inter.	1,542	1,542	1,542	4
840610	Coach, Volleyball, Girls, Inter.	1,542	1,542	1,542	1
840730	Coach, Wrestling, Inter	1,542	1,542	1,542	1
840640	Asst. Coach, Track, Boys, Inter.	780	780	780	4
840770	Asst. Coach, Track, Girls, Inter.	780	780	780	4
840630	Asst. Coach, Soccer, Inter.	780	780	780	1
840400	Intramural Director, Boys, Inter.	1,453	1,453	1,453	1,2,3,4
840410	Intramural Director, Girls, Inter.	1,453	1,453	1,453	1,2,3,4
840830	Intramural Director, Girls, Inter.	1,453	1,453	1,453	1,2,3,4

840710	Dramatics, Director, Inter.	1,088	1,088	1,088	1,2,3,4
840430	Newspaper Advisor, Inter.	1,088	1,088	1,088	1,2,3,4
840440	Vocal Music Director, Inter.	1,088	1,088	1,088	1,2,3,4
840420	Intramural Music Director, Inter	1,088	1,088	1,088	1,2,3,4
840965	Majorettes (min. 7 students)	791	791	791	1,2,3,4
840975	Flag Squad (min. 7 students)	791	791	791	1,2,3,4
840305	Military Drill (min. 7 students)	791	791	791	1,2,3,4
840785	High Stepper (min. 7 students)	791	791	791	1,2,3,4
840375	Cheerleader Advisor,	791	791	791	1,2,3,4
840905	Proficiency Test Consulting Teacher	1,142	1,142	1,142	1,2,3,4

Student Council Advisor: One (1) unassigned period, per day, to work with Student Council

SENIOR HIGH AND MIDDLE SCHOOL POSITIONS

840031	Dept. Chair, Guidance	2,996	2,996	2,996	1,2,3,4
840030	Guidance Counselor	2,543	2,543	2,543	1,2,3,4
840035	Guidance Counselor, 1/2 time	1,453	1,453	1,453	1,2,3,4
840080	Dept. Chair, Educational Media	1,056	1,056	1,056	1,2,3,4
	(In all Senior High and in other schools with an enrollment of 1,501 or more)				

DEPARTMENT HEAD, CORE TEAM LEADER SUBJECT AREA SPECIALIST, SPECIAL EDUCATION LIAISON

Middle School/Middle Grades Subject Area Specialist receive an annual differential plus a minimum of five (5) additional release periods per week. The annual differential for Department Heads, Core Team Leaders, Subject Area Specialists, and Special Education Liaisons is determined by the number of periods within the department per week including the department chairs/core team leader periods assigned to department duties. A minimum of 50 periods per week is needed to qualify for an annual differential. The following is a list of required periods and compensation effective 7/01/2007 through 6/30/2010.

50-119	periods per week	1,124	1,124	1,124	1,2,3,4
120-214	periods per week	2,181	2,181	2,181	1,2,3,4
215-249	periods per week	3,265	3,265	3,265	1,2,3,4
250-419	periods per week	3,528	3,528	3,528	1,2,3,4
420-up	periods per week	4,352	4,352	4,352	1,2,3,4

ELEMENTARY SCHOOLS

Grade Level Chairperson Article 23, Section 19(B)22		194	194	194	
840695	Elementary Consultant	1,177	1,177	1,177	1,2,3,4
840450	Elementary Safety Council	1,270	1,270	1,270	1,2,3,4
840690	Elementary Guidance Liaison	1,177	1,177	1,177	1,2,3,4

MISCELLANEOUS

840016	Attendance Worker	600	600	600	1,2,3,4
840017	Attendance Worker, Head	2,902	2,902	2,902	1,2,3,4
840040	Audiologist	2,543	2,543	2,543	1,2,3,4
840060	Court Representative (juvenile)	1,270	1,270	1,270	1,2,3,4
840660	Court Liaison (school)	1,270	1,270	1,270	1,2,3,4
840085	Cluster/Inst. Res. Guidance	2,543	2,543	2,543	1,2,3,4
840090	Cluster/Inst. Res. Reading	1,177	1,177	1,177	1,2,3,4
840850	Mediation Coordinator	1,249	1,249	1,249	1,2,3,4
840900	Proficiency Test Consulting Teacher-Sr.	2,262	2,262	2,262	1,2,3,4
840051	Psychologist Ph.D	3,627	3,627	3,627	1,2,3,4
840050	Psychologist	2,543	2,543	2,543	1,2,3,4
840860	Schoolnet Liaison-Elem.	1,270	1,270	1,270	1,2,3,4
840019	Secondary Consultant	1,177	1,177	1,177	1,2,3,4
840018	Special Education Consultant	1,177	1,177	1,177	1,2,3,4
840670	Split Kindergarten	634	634	634	1,2,3,4
840075	Head Teacher/Special Education	634	634	634	
840070	Head Teacher/Residential				
	4-9 teachers	1,814	1,814	1,814	1,2,3,4
	10 or more teachers	2,902	2,902	2,902	1,2,3,4

Team Leaders in K-8 Buildings

K-8 School	Team Leader
*Minimum. 3 Teachers	$750
Additional Teacher	$250

(* A Team Leader will be responsible for a minimum of three grade level Team homeroom teachers including himself or herself. ($750=3X $250). Each additional teacher will add $250 to the Team Leader's compensation for the year.)

Special Education Liaison, ESP Liaison, Subject Area Specialist, in K-8 Schools

K-8 School		SAS
**Enrollment	0-300	1,090
	301-600	2,117
	601-900	3,170
	900+	4,223

****Regular Enrollment**

K-8 School		SEL
**Enrollment	0-50	1,090
	51-100	2,117
	101+	3,170

****Special Education Enrollment**

K-8 School	ESPL
Number of ESP Teacher	***$250/Teacher

*** To be paid at the ESP Teacher allocation for that school (e.g. if a building has an allocation of 3.2 ESP teachers, the ESP liaison will be compensated 3.2 X $250).

Senior High School
Extracurricular and Arts Education
Stipend Positions
2007 – 2010

Non-Negotiated Rates Position must be submitted on Student Activities Payroll Roster

POSITION	1st Sem.	2nd Sem.	Yearly Rate
Chess Sponsor	$182	$182	$364
Coed Weightlifting	$154.50	$154.50	$309

Pay Dates: February, June

K - 8 Schools
(Grades 6 – 8)
Stipend Positions
Extracurricular and Arts Education
2007 – 2010

Non-Negotiated Rates
Position must be submitted on Student Activities Payroll Roster

POSITION	1st Sem.	2nd Sem.	Yearly Rate
Chess Sponsor	$182	$182	$364

Pay Dates: February, June

Extramural Schools Program
Stipend Positions
2007-2010

Non-Negotiated Rates
Position must be submitted on Student Activities Payroll Roster

POSITION	1st Sem.	2nd Sem.	Yearly Rate
Extramural Director	$ 733	$ 733	$1,466
Boys' Basketball Sponsor	1,150	-0-	1,150
Girls' Basketball Sponsor	-0-	1,150	1,150
Coed Bowling Sponsor	818	-0-	818

Pay Dates: February, June

Classified Salary Schedule

Cleveland Teachers Union Local 279

Effective July 1, 2007

(Salaries reflect actual days worked - 195 days)

Job Class	Classification
650010	Educational Aide - Elementary Schools
650015	Parent Mentor - Special Education
650030	Educational Aide - Secondary Schools
650035	Community Aide - Title 1(Family Liaison)
650050	Building Administrators' Aide
650370	Instructional Assistant

Employment Year	District Years	Annual Rate 2007-2008	College Credit* (48 / 96)	
1-4	1-4	21,260	569	1,141
	5-11	21,981	589	1,178
	12-14	22,082	591	1,188
	15-16	22,185	593	1,193
	16+	22,288	596	1,198
5-8	5-11	25,502	589	1,178
	12-14	25,621	591	1,188
	15-16	25,740	593	1,193
	16+	25,859	596	1,198
9-12	9-11	25,882	589	1,178
	12-14	26,002	591	1,188
	15-16	26,125	593	1,193
	16+	26,244	596	1,198
13-20	13-14	26,572	591	1,188
	15-16	26,697	593	1,193
	16+	26,820	596	1,198
21	16+	27,873	596	1,198
26	16+	29,113	596	1,198
31	16+	30,655	596	1,198
36	16+	32,405	596	1,198

*College credits differential per 48 quarter hours. Maximum of 96 quarter hours.

Ten month service employees are on the 26 pay plan.

Classified Salary Schedule

Cleveland Teachers Union Local 279

Effective July 1, 2008

(Salaries reflect actual days worked - 195 days)

(Subject to Article 30, Section 2)

Job Class	Classification
650010	Educational Aide - Elementary Schools
650015	Parent Mentor - Special Education
650030	Educational Aide - Secondary Schools
650035	Community Aide - Title 1 (Family Liaison)
650050	Building Administrators' Aide
650370	Instructional Assistant

Employment Year	District Years	Annual Rate 2008-2009	College Credits* (48 / 96)	
1-4	1-4	21,898	586	1,175
	5-11	22,641	607	1,214
	12-14	22,745	609	1,223
	15-16	22,851	611	1,229
	16+	22,957	614	1,234
5-8	5-11	26,267	607	1,214
	12-14	26,390	609	1,223
	15-16	26,512	611	1,229
	16+	26,635	614	1,234
9-12	9-11	26,658	607	1,214
	12-14	26,782	609	1,223
	15-16	26,909	611	1,229
	16+	27,032	614	1,234
13-20	13-14	27,369	609	1,223
	15-16	27,497	611	1,229
	16+	27,625	614	1,234
21	16+	28,709	614	1,234
26	16+	29,986	614	1,234
31	16+	31,575	614	1,234
36	16+	33,377	614	1,234

*College credits differential per 48 quarter hours. Maximum of 96 quarter hours.

Ten month service employees are on the 26 pay plan.

Classified Salary Schedule

Cleveland Teachers Union Local 279

Effective July 1, 2009

(Salaries reflect actual days worked - 195 days)

(Subject to Article 30, Section 2)

Job Class	Classifications
650010	Educational Aide –Elementary Schools
650015	Parent Mentor – Special Education
650030	Educational Aide – Secondary Schools
650035	Community Aide – Title 1 (Family Liaison)
650050	Building Administrators' Aide
650370	Instructional Assistant

Employment Year	District Years	Annual Rate 2009-2010	College Credits* (48 / 96)	
1-4	1-4	22,555	603	1,211
	5-11	23,320	625	1,250
	12-14	23,427	627	1,260
	15-16	23,536	629	1,265
	16+	23,646	633	1,271
5-8	5-11	27,055	625	1,250
	12-14	27,182	627	1,260
	15-16	27,307	629	1,265
	16+	27,434	633	1,271
9-12	9-11	27,458	625	1,250
	12-14	27,586	627	1,260
	15-16	27,716	629	1,265
	16+	27,843	633	1,271
13-20	13-14	28,190	627	1,260
	15-16	28,322	629	1,265
	16+	28,454	633	1,271
21	16+	29,570	633	1,271
	16+	30,886	633	1,271
	16+	32,522	633	1,271
	16+	34,378	633	1,271

***College credits differential per 48 quarter hours. Maximum of 96 quarter hours.**
Ten month service employees are on the 26 pay plan.

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification
650040	Educational Aide - Substitute
650360	Instructional Assistant - Substitute
650058	Day Care - Substitute
650375	Day Care Technician - Substitute

Employment Year	2007-08	*(Subject to Article 30, Section 2)* 2008-09	*(Subject to Article 30, Section 2)* 2009-10
1 - 4	$ 8.82	$ 9.08	$ 9.35
5 - 8	$10.22	$10.52	$10.84
9 - 12	$10.38	$10.69	$11.01
13-20	$10.60	$10.92	$11.24
21	$11.00	$11.33	$11.67
26	$11.53	$11.87	$12.23
31	$12.10	$12.47	$12.84
36	$12.79	$13.18	$13.57

Job Class	Classification
650340	Instructional Technician
650341	Computer Technician
650335	YRC Coordinator
650350	Instructional Aide
650352	Instructional Aide - Alternative to Suspension Program (ATSP)

Employment Year	District Years	2007-08	*(Subject to Article 30, Section 2)* 2008-09	*(Subject to Article 30, Section 2)* 2009-10
1-20	1-4	29,543	30,429	31,342
	5-11	30,543	31,459	32,403
	12-14	30,687	31,608	32,556
	15-16	30,829	31,754	32,707
	16+	30,972	31,901	32,858
21	16+	32,021	32,982	33,971
26	16+	33,204	34,200	35,226
31	16+	34,798	35,842	36,917
36	16+	36,553	37,649	38,779

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification
650320	Attendance Specialist I
650325	Attendance Liaison

Employment Year	District Years	2007-08	*(Subject to Article 30, Section 2)* 2008-09	*(Subject to Article 30, Section 2)* 2009-10
1	1-4	26,084	26,867	27,673
	5-11	26,969	27,778	28,611
	12-14	27,095	27,908	28,745
	15-16	27,222	28,039	28,880
	16+	27,349	28,169	29,014
2	2-4	27,424	28,247	29,094
	5-11	28,354	29,205	30,081
	12-14	28,487	29,342	30,222
	15-16	28,620	29,478	30,363
	16+	28,752	29,614	30,503
3	3-4	28,511	29,367	30,248
	5-11	29,475	30,359	31,270
	12-14	29,615	30,504	31,419
	15-16	29,753	30,645	31,565
	16+	29,892	30,788	31,712
4	4	29,892	30,788	31,712
	5-11	30,906	31,833	32,788
	12-14	31,051	31,982	32,942
	15-16	31,194	32,130	33,094
	16+	31,339	32,280	33,248
5	5-11	31,937	32,895	33,882
	12-14	32,087	33,049	34,041
	15-16	32,235	33,203	34,199
	16+	32,385	33,357	34,357
6 - 20	6-11	33,414	34,417	35,449
	12-14	33,570	34,577	35,614
	15-16	33,727	34,739	35,781
	16+	33,884	34,901	35,948
21-25	16+	34,833	35,878	36,954
26-30	16+	36,045	37,126	38,240
31-35	16+	37,542	38,668	39,828
36	16+	39,326	40,506	41,721

Ten - month service employees are on the 26 - pay plan.

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification
650330	Day Care Technician

Employment Year	District Years	Hourly Rate	*(Subject to Article 30, Section 2)*	*(Subject to Article 30, Section 2)*
		2007-08	**2008-09**	**2009-10**
1	1-4	22598.00	23275.94	23974.22
	4 - 11	23365.00	24065.95	24787.93
	12 - 15	23473.00	24177.19	24902.51
	15 - 16	23586.00	24293.58	25022.39
	16+	23693.00	24403.79	25135.90

Job Class	Classification
650110	School Staff Aid

	2007-08	**2008-09** *(Subject to Article 30, Section 2)*	**2009-10** *(Subject to Article 30, Section 2)*
	Annual Rate	**Annual Rate**	**Annual Rate**
Minimum	24001.00	24721.00	25463.00
Maximum	31064.00	31996.00	32956.00

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification
650355	Instructional Aide - Adult Education, Hourly
650342	Instructional Technician - Adult Education, Hourly

Employment Year	District Years	Hourly Rate	*(Subject to Article 30, Section 2)*	*(Subject to Article 30, Section 2)*
		2007-08	2008-09	2009-10
1-17	1-17	18.13	18.67	19.23
18-20	17+	18.20	18.75	19.31
21	17+	18.75	19.31	19.89
26	17+	19.44	20.02	20.62
31	17+	20.37	20.98	21.61
36	17+	21.45	22.09	22.76

Job Class	Classification
650345	Instructional Aide - Substitute

Employment Year	Hourly Rate 2007-08	(Subject to Article 30, Section 2) 2008-09	*(Subject to Article 30, Section 2)* 2009-10
1-20	$12.26	$ 12.63	$13.01
21	$12.66	$ 13.04	$13.43
26	$13.11	$ 13.50	$13.91
31	$13.73	$ 14.14	$14.57
36	$14.44	$ 14.87	$15.32

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification
650020	Educational Aide - Adult Education Hourly
650025	Child Care Aide
650055	Child Care Aide - Magnets

Employment Year	2007-08 Hourly Rate	College Credits* (48 / 96)		2008-09 Hourly Rate (Subject to Article 30, Section 2)	College/Credits* (48 / 96)		2009-10 Hourly Rate (Subject to Article 30, Section 2)	College Credits* (48 / 96)	
1 to 4	13.04	0.36	0.71	13.43	0.37	0.73	13.83	0.38	0.75
5 to 8	15.12	0.36	0.71	15.57	0.37	0.73	16.04	0.38	0.75
9 to 12	15.35	0.36	0.71	15.81	0.37	0.73	16.29	0.38	0.75
13 to 20	15.69	0.36	0.71	16.16	0.37	0.73	16.65	0.38	0.75
21	16.30	0.36	0.71	16.78	0.37	0.73	17.29	0.38	0.75
26	17.05	0.36	0.71	17.56	0.37	0.73	18.09	0.38	0.75
31	17.94	0.36	0.71	18.48	0.37	0.73	19.03	0.38	0.75
36	18.97	0.36	0.71	19.54	0.37	0.73	20.12	0.38	0.75

*College Credits differential per 48 quarter hours. Maximum of 96 quarter hours.

CLASSIFIED SALARY SCHEDULE *(continued)*
Social Worker/Parent Education Counselor
2008-2010 Subject to Article 30, Section 2

Step	2007-08 B.A.	2007-08 M.A.	2008-09 B.A.	2008-09 M.A.	2009-10 B.A.	2009-10 M.A.
1	31,548	35,489	32,494	36,553	33,469	37,650
2	32,534	36,475	33,510	37,570	34,515	38,697
3	34,482	38,425	35,517	39,578	36,582	40,765
4	35,121	39,063	36,175	40,235	37,260	41,442
5	37,116	41,058	38,230	42,290	39,376	43,558
6	40,062	44,006	41,264	45,326	42,502	46,686
7	41,254	45,196	42,491	46,552	43,766	47,949
8	42,533	46,473	43,809	47,867	45,123	49,303
9	44,208	48,149	45,534	49,594	46,900	51,082
10	45,210	49,151	46,566	50,625	47,963	52,144
11	46,556	50,501	47,953	52,016	49,391	53,576
12	47,871	51,818	49,307	53,373	50,787	54,974
13	49,704	53,645	51,195	55,255	52,731	56,913
14	50,591	54,533	52,108	56,169	53,671	57,854
15	50,591	54,533	52,108	56,169	53,671	57,854
16	50,700	54,644	52,221	56,283	53,787	57,971
17	50,700	54,644	52,221	56,283	53,787	57,971
18	50,700	54,644	52,221	56,283	53,787	57,971
19	50,700	54,644	52,221	56,283	53,787	57,971
20	50,700	54,644	52,221	56,283	53,787	57,971
21	51,796	56,134	53,349	57,818	54,950	59,553
22	51,796	56,134	53,349	57,818	54,950	59,553
23	51,796	56,134	53,349	57,818	54,950	59,553
24	51,796	56,134	53,349	57,818	54,950	59,553
25	51,796	56,134	53,349	57,818	54,950	59,553
26	52,794	57,130	54,377	58,844	56,009	60,609
27	52,794	57,130	54,377	58,844	56,009	60,609
28	52,794	57,130	54,377	58,844	56,009	60,609
29	52,794	57,130	54,377	58,844	56,009	60,609
30	52,794	57,130	54,377	58,844	56,009	60,609
31	53,791	58,126	55,404	59,870	57,067	61,666
32	53,791	58,126	55,404	59,870	57,067	61,666
33	53,791	58,126	55,404	59,870	57,067	61,666
34	53,791	58,126	55,404	59,870	57,067	61,666
35	53,791	58,126	55,404	59,870	57,067	61,666
36	55,778	60,116	57,451	61,919	59,174	63,777

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CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification				
650351	Sign Language/Educational Interpreters				
	Employment Year	**District Years**	**2007-08**	**2008-09** *(Subject to Article 30, Section 2)*	**2009-10** *(Subject to Article 30, Section 2)*
	1-20	1-4	29,543	30,429	31,342
		5-11	30,543	31,459	32,403
		12-14	30,687	31,608	32,556
		15-16	30,829	31,754	32,707
		16+	30,972	31,901	32,858
	21	16+	32,021	32,982	33,971
	26	16+	33,204	34,200	35,226
	31	16+	34,798	35,842	36,917
	36	16+	36,553	37,649	38,779

Ten - month service employees are on the 26 - pay plan.

APPENDIX B

SELECTED SECTIONS OF THE ADMINISTRATIVE CODE & RESOLUTIONS OF THE BOARD OF EDUCATION

1) Resolution No. 29831 — Authorizing Payroll Deductions

Be it resolved by the Board of Education of the District that a policy of payroll deduction be adopted for the purpose of paying union membership dues of employees and that the organizations included shall be the CTU and other employee unions (including the Cleveland Education Association and other associations) and any others that may be added; further, be it

Resolved that a similar policy be adopted for the purpose of paying pledges of employees into the United Appeal Fund of Greater Cleveland; and further, be it

Resolved that such payroll deductions shall be made only with the consent of the employee for either purpose and may be terminated by the employee upon thirty days' written notice.

2) Resolution No. 32827 — Resolution Establishing Regulations on the Entry of Persons Other Than Student Staff and Faculty Upon School Grounds and Premises.

Whereas, the Board of Education of the District is authorized by Section 3313.20 of the Revised Code of Ohio to make rules and regulations regarding the entry of persons other than students, staff and faculty upon school grounds and premises and to make rules and regulations necessary for the government of persons other than its students and employees entering upon its school grounds and premises, and

Whereas, it is necessary to make rules and regulations regarding the entry of persons other than students, staff and faculty upon school grounds and premises in order to protect students present on school grounds and premises, to protect the property of the Board of Education, and to insure the orderly operations of the schools; and

Whereas, Section 2917.211 of the Revised Code of Ohio provides for the imprisonment or fining, or both, of persons trespassing, loitering or remaining in the building or upon the grounds of any school in violation of the rules and regulations of the Board of Education; Now, therefore, be it resolved, by the Board of Education of the District, Cuyahoga County, State of Ohio, that;

1) Persons entering school grounds or premises during

school hours who are not employees or pupils of the District assigned to the school shall report directly to the school Principal for permission to remain on school grounds or premises unless permission to enter and remain on school grounds has been received from the school Principal in advance.

2) No person who is not an employee or pupil of the District assigned to the school shall remain on school grounds or premises during school hours except with the permission of the school Principal expressly granted, nor remain on school grounds or premises beyond the period for which permission to remain has been granted by the school Principal, nor enter or be present on any part of school grounds or premises to which access has not been granted by the school Principal, nor remain on school grounds or premises after permission to remain has been denied or rescinded by the school Principal.

3) No person who is not an employee or pupil of the District assigned to the school shall enter or remain on school grounds or premises before or after school hours on days when school is in session, or at any time when school is not in session, except on authority or express permission of the Board of Education.

4) Presence upon school grounds or premises other than in conformance with the rules and regulations hereinafter set forth shall be subject to prosecution under Section 2917.211 of the Revised Code of Ohio.

5) The rules and regulations herein above set forth shall not apply to persons attending scheduled school events to which the public is invited.

6) The CEO of Schools is directed to post the rules and regulations hereinabove set forth on school grounds and premises and at the main entrance to each school building, as required by Section 3313.20 of the Revised Code of Ohio, and at all other entrances to each school building.

3) Administrative Code, Section 543 — Legal and Declared Holidays for Non-teaching Personnel

Regular non-teaching employees shall receive holiday pay for each of the following holidays provided that within a single school calendar year they are in pay status on their regularly scheduled work days immediately before and after the holiday: New Year's Day (January 1), Martin Luther King, Jr. Day (the third Monday in January), President's day (the third Monday in February), Memorial Day (the last Monday in May), Labor Day (the first Monday in September), Veteran's Day (the eleventh of November), Thanksgiving Day (the fourth Thursday in

November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

Should New Year's Day, Independence Day, Veteran's Day and or Christmas Day occur on a Saturday, the immediately preceding Friday will be observed as the Paid Holiday. Likewise, should any of these holidays occur on a Sunday, the immediately following Monday will be observed as the Paid Holiday.

Any Monday which may immediately precede or any Friday which may immediately follow New Year's Day, Independence Day and or Christmas Day will also be granted as paid holidays provided that the employee is in pay status on the regularly scheduled work days immediately before and after the holiday.

Regular employees working on Good Friday and/or on the day before Christmas will be released at noon and paid for a full day. When such early release occurs, those regular employees not scheduled to work on these days will be given four hours' holiday pay provided they are in pay status on their regularly scheduled work days immediately before and after the holiday.

When the schools are closed because of inclement weather and employees who are not required to be present are paid for the day, then any employee who is required to work shall also be paid for the day and in addition will be paid for all hours worked. This applies to regular employees only.

Those hours paid because of this inclement weather provision (and not actually worked) will be paid at a straight time rate and will not be considered in any overtime calculations.

APPENDIX C

PARAPROFESSIONAL CAREER LADDER

1. Definition

The Cleveland Paraprofessional Career Ladder is a system of career options which afford paraprofessionals opportunities for professional growth and upward mobility in order to improve learning opportunities for students. Paraprofessionals will have opportunities to enhance their skills, knowledge and abilities, and improve the delivery of educational services by accepting additional responsibilities and duties. Lastly, the system will provide a choice so that paraprofessionals will be prepared to enter the teaching profession.

2. Eligibility

The Cleveland Paraprofessional Career Ladder is available to employees of the District who are categorized as full-time paraprofessional personnel in the following positions:

- Educational Aide
- Instructional Assistant
- Instructional Aide
- Alternative to Suspension Program Aide
- Instructional Technician
- Day Care Technician
- Family Liaison
- Building Administrators' Aide
- School Staff Aide
- Parent Technician

Paraprofessionals who are interested in being considered must meet the specific career ladder level qualifications.

The employment status (salary, seniority or job assignment) of those paraprofessionals who choose not to participate or who fail to qualify will not be affected.

If any new paraprofessional classifications are established, employees hired in these classifications shall be eligible for the Paraprofessional Career Ladder.

3. Paraprofessional Career Ladder Chart

ELIGIBILITY	REQUIREMENTS
Level I-T **(T =Teacher Track)** • Application • Full-time paraprofessional • High school diploma or GED • Employed by District with one year successful paraprofessional experience • 48 quarter hours or 32 semester hours of District approved college credits • Educational Aide Permit (State of Ohio)	• Performs responsibilities of paraprofessional as outlined in job description with a rating of a least "Average" in "Overall performance quality of work" • Participates in District's Paraprofessional Development Institute • Develops and completes job targets
Level I-E **(E=Enrichment Track)** • Application • Full-time paraprofessional • High school diploma or GED • Employed by District with one year successful paraprofessional experience • 80 approved in-service hours within last 5 years • Educational Aide Permit (State of Ohio)	• Performs responsibilities of paraprofessional as outlined in job description with a rating of at least "Average" in "Overall performance and quality of work" • Participates in District's Paraprofessional Development Institute • Develops and completes job targets
Level I-C **(C=Combination Track)** • Application • Full-time paraprofessional • High school diploma or GED • Employed by District with one year successful paraprofessional experience • Combination of 24 quarter hours or 16 semester hours of District approved college credits And • 40 District approved in-service hours • Educational Aide Permit (State of Ohio)	• Performs responsibilities of paraprofessional as outlined in job description with a rating of at least "Average" in "Overall performance and quality of work" • Participates in District's Paraprofessional Development Institute • Develops and completes job targets.

APPENDIX D

INACTIVE CLASSIFICATIONS

1) Community Center Directors
2) Community Center Instructors
3) Day-to-Day Building Substitutes
4) Dental Hygienists
5) Manpower Training Program Personnel
6) Classroom aides
7) Dental aides
8) Medical aides
9) Nurses' aides
10) Remedial Reading aides
11) Attendance aides
12) Home visitor aides
13) Camping aides

APPENDIX E

STUDENT HANDBOOK — Letter of Understanding

The parties agree that the District and the CTU shall abide by the provisions of the District's *Student Handbook: Rights and Responsibilities*. The parties agree alleged departures from behavior or conduct mandated by the *Student Handbook* shall be submitted for resolution to a Student Handbook Tribunal.

The Student Handbook Tribunal will be composed of a representative appointed by the CEO, a representative appointed by the CTU President, and a parent representative mutually agreed upon in writing by the CEO and the CTU President. The majority recommendation of the Tribunal shall be adopted provided such recommendation is consistent with the *Student Handbook* and applicable law. The Tribunal shall not have the authority to impose discipline on a board employee or require the expenditure of District funds.

APPENDIX F

CMSD FORMS

Office Referral Form K-12 194

Employee Statement to Justify the Use of Sick Leave Form 197

Sick Day Donation Request Form 198

Application for Special Privilege Leave Form 199

Application for Assault Leave Form 200

Serious Assault or Battery Form, Article 15, Section 10 201

Request for Leave of Absence PTA/Political Leave Form 202

Request for Leave of Absence Form 203

Request to Return from Leave of Absence Form 205

Request for Sabbatical Leave Form 206

Request for Professional-Business Leave Form 207

Transcript Submittal Form 208

Replacement Check Form 210

Notice of Retirement: 2007-2008 School Year-CTU (Local 279) 211

Request to Job Share Form 212

Continuing Contract Request Form 213

Pay for Substitute Teachers in Licensure Programs ... 214

Licensure Funding Form 215

CMSD OFFICE REFERRAL FORM
KINDERGARTEN THROUGH GRADE 12

Student Name: _____Date: _____ Time/Period:_____

Grade/Home Room: _____ Location: _____

Problem Behavior: (List specific level(s) and offense(s) from Student Code of Conduct (See reverse side.)

Specific Description of Incident: (Include others involved. Use attachment if needed.)

Previous Action Taken:

_____ Conference with student	_____ Loss of privilege	_____ Right of Removal
_____ Parent contact	_____ Mediation	_____ Referral to IBA Team
_____ Behavioral contract	_____ Detention	_____ Sent to Office
	_____ Other _____	

Staff Recommendation:

Staff Name **(PRINT)**_____ Staff Signature_____

Administrative Decision:

_____ Conference with student	_____ In school alternative/suspension intervention
_____ Parent Contact	_____ Intent to suspend
_____ Behavioral Contract	_____ Out of school suspension
_____ Restitution	_____ Mediation
_____ Detention	_____ Other

_____ Expulsion – Student Assignment Intervention Form (SAIF)

----------Detach and return to referring staff member----------

Student Name: _____ Date: ____Grade/Home Room: ____

In accordance with Article 15, Section 4 C "…The Principal or his/her representative shall inform the referring teacher of the disposition of the problem."

Disposition of Referral (Corrective Action):

Administrator Name: _____ Date: _____

Return to: _____

Teacher/Staff Member: Please fill in this portion for convenience.

CMSD OFFICE REFERRAL FORM PAGE 2
STUDENT CODE OF CONDUCT

Level I – Offenses

A. Possessing or using tobacco or tobacco substitutes (except hallucinogens) at school*

B. Failing to attend school on time or to attend classes on time

C. Failing to attend all assigned classes

D. Taking and using the writings and ideas of another and deceptively submitting them as one's own work in satisfying a school assignment

E. Signing the name of another person for purpose of defrauding school personnel

F. Cheating on examinations

G. Possessing beepers, pagers, cellular telephones and similar electronic devices in school**

H. Wearing apparel that is unsafe or causes school disruption to the educational process

I. Posting or distributing materials on school property that causes a disruption to the educational process

Level III – Offenses

A. Using or bringing weapons or dangerous instruments to school: ⊙ A weapon is anything that is commonly used or designed to hurt someone or to put someone in fear (examples: knuckles, clubs, mace/pepper spray, etc.) ⊙ A dangerous instrument is anything that although not specifically designed to hurt someone, can be used to hurt someone or put someone in fear (examples: belts, combs, compasses, etc.) ⊙ Any object which closely resembles a weapon and could put persons in fear for their safety is included in this category

B. Verbally or physically threatening to injure or harm a school staff member or student

C. Intentionally causing physical injury to a school staff member

D. Sexually assaulting another person (as specified in O.R.C. 2907.01)

E. Intentionally causing or attempting to cause physical injury or intentionally behaving in such a way as could reasonably cause physical harm to another person

F. Sexual conduct with or without mutual consent, including all forms of sexual harassment* (See page 28)

G. Hate crimes

H. Engaging in drug related activities, including, but not limited to: ⊙ making, selling, or distributing drugs/counterfeit drugs at school; ⊙ bringing readily identifiable drug abuse instruments or paraphernalia to school, or having such items in his/her possession; ⊙ using or possessing drugs/counterfeit drugs at school.

I. Intentionally burning or attempting to burn property** (See page 28)

J. Stealing, attempting to steal or possessing stolen property** (See page 28)

K. Stealing or attempting to steal any motor vehicle from school property** (See page 28)

L. Damaging or attempting to damage property** (See page 28)

M. Forcibly entering a school building, locker, classroom or secured enclosure** (See page 28)

N. Extorting or attempting to extort property

O. Falsely sounding a fire alarm, or causing a fire alarm to be sounded

P. Falsely communicating or causing to be communicated that a bomb is located in or on property owned or being used by the Cleveland Metropolitan School District

Q. More than one person acting together to intentionally cause harm or injury to a lone individual.

Level II – Offenses

A. As defined by the Principal, chronic violation of Level I offenses

B. Leaving school without permission, in the absence of an emergency declared by the Principal

C. Engaging in or causing a disruption on a school bus

D. Verbally or physically threatening to injure or harm another person or intimidating another person by creating fear for personal safety

E. Bringing alcoholic beverages to school or having alcoholic beverages in his/her possession

F. Coming to school under the influence of alcoholic beverages or other drugs*

G. Intentionally causing an interruption of education in the classroom

H. Using abusive or profane language

I. Failing to adhere to school culture and directives of school personnel when subject to the authority of the school

J. Intentionally participating in or initiating actions that result in the disruption of the entire school

K. Fighting, hitting or pushing another student

L. Gambling on school premises

M. Trespassing, including entering a school to which the student is not assigned without signing in at the office, entering a school from which the student is suspended without permission from the school Principal, or bringing an unauthorized visitor to the school

N. Intentionally participating in hazing activities

O. Engaging in excessive displays of mutual affection.

P. Engaging in an activity that may create a condition that is unsafe or unhealthy to others

*Students who exhibit the following or other behaviors or indicators: having the odor of alcohol or marijuana on or about one's person; slurred speech; extreme drowsiness; reddening of the eyes; etc. As these indicators may appear as the result of other reasons the judgment of the administrator will prevail without prejudice to the student.

Level IV – Offenses

Commission of these offenses shall result in expulsion up to a period of one year and/ or permanent exclusion from the District. The Chief Executive Officer may reduce the expulsion on a case-by-case basis in accordance with the Policy on Student Discipline. Matters, which might lead to a reduction of the expulsion period, include: the student's mental and/or physical characteristics or conditions; the age of the student and its relevance to the punishment; the prior disciplinary history of the student and/or the intent of the perpetrator.

A. Bringing firearms and/or knives to any school operated by the District or onto any District property ⊙ The definition of a firearm is any weapon (including a starter gun) which is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer or any destructive device (as defined in 18 U.S.C.A. Section 921), which includes any explosive, incendiary or poisonous gas, bomb, grenade, rocket having an explosive or incendiary charge of more than one-quarter ounce, mine or device similar to any of the devices described above. ⊙ A knife is defined as a cutting instrument having a sharp blade.

B. Possessing firearms or knives on District property

C. Bringing or possessing firearms or knives to school events off District property while at a school-sponsored interscholastic competition, extracurricular event or other school-sponsored activity

D. Possessing objects indistinguishable from firearms ⊙ The Board prohibits students from knowingly possessing an object on school premises, in a school or a school building, at a school activity or on a school bus if both of the following apply:
   1. The object is indistinguishable from a firearm, whether or not the object is capable of being fired; and
   2. The person indicates that the person possesses the object and that it is a firearm or the person knowingly displays or brandishes the object and indicates that it is a firearm.
      ⊙ As defined by Ohio law and for the purposes of this handbook, an "object that is indistinguishable from a firearm" means an object made, constructed or altered so that, to a reasonable person without specialized training in firearms, the object appears to be a firearm.

E. Commission of an act while under the authority of the District that is a criminal offense when committed by an adult

The Board prohibits such acts which are committed while at school, on District owned/ operated property or at school-sponsored activity and which result in serious physical harm to persons or property as defined in O.R.C. 2901.01.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

EMPLOYEE STATEMENT TO JUSTIFY THE USE OF SICK LEAVE

(Required under Ohio Revised Code Sec. 3319.141)

Employee's Name: _____ Last 4 Digits S.S. # XXX-XX- _____

Title/Classification: _____ School/Bldg.: _____

Absence involved this pay period: Total Days/Hrs. _____

First Day: _____ Last Day: _____

The undersigned hereby submits the following statement to justify the use of sick leave for the above indicated absence. (Reason for absence to be filled in):

_____

_____

_____

If medical attention was required, list the name and address of the attending physician and the dates when he/she was consulted:

Name of physician: _____

Address: _____

Dates when physician was consulted: _____

_____ _____/_____/_____

Signature of Employee Date

ATTESTATION: Principal, Custodian or Supervisor

The above named employee is unable to complete and submit this form at the present time, but has communicated a desire to apply for sick leave as indicated above. This employee will submit a signed form covering this absence at his/her first availability. Failure of the employee to submit such a form will result in recovery action. Comments (if any):

_____

_____

_____

_____ _____/_____/_____

Signature and Title of Principal, Custodian or Supervisor Date

The primary goal of the Cleveland Metropolitan School District is to become a premier school district in the United States of America.

8/17/07

Sick Day Donation Request

The undersigned agree to donate the specified number of their accumulated sick days to the recipient below. The signatories understand and agree that the donation of sick days is IRREVOCABLE and may affect severance pay. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor. Donated days will not count toward the recipient's severance pay at retirement. Donors may give no more than 5 days per year. Recipients are limited to a total of 50 donated days per year. EXCEPT WHERE INDICATED, PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION.

Recipient: _____ Phone: _____ SS# LAST 4 DIGITS **ONLY**: _____ School/Office: _____
(as shown on paycheck)

(Complete One Column)

DONOR NAME (Please Print)	SIGNATURE	JOB CLASSIFICATION	SCHOOL/ BUILDING	DATE	Last 4 digits **only** of Social Security number	NO. OF DAYS DONATED	NO. OF HRS DONATED

CONTACT PERSON: _____ SCHOOL/OFFICE: _____ PHONE: _____

REVIEWED: _____ _____ _____
Name of Recipient's Principal or Supervisor *Signature* *Date*

HUMAN RESOURCES: _____ PAYROLL: _____
❑ Approved ❑ Denied *Signature* *Signature*

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8/17/07

GL900.001/docs (Final) Sick Day Donation Request (060302)

CEVELAND METROPOLITAN SCHOOL DISTRICT

APPLICATION FOR SPECIAL PRIVILEGE LEAVE

Name: (Last) (First) Date

XXX-XX- _____
Last 4 Digits S. S.# Position School/Department

A total of three days per school year is the maximum that may be allowed for special privilege leave. All applications to be submitted in advance of requested leave. In case of emergency, applications are to be submitted within five days after the date of absence.

Date(s) for which leave is requested: _____

- ☐ 1. Religious holy days not included in the school calendar.
- ☐ 2. Compulsory court appearance (substantiated).
- ☐ 3. Marriage in the immediate family (circle relationship): self, son, daughter, brother, sister, mother, father, member of immediate household.
- ☐ 4. College graduation (circle relationship): self, son, daughter, brother, sister, mother, father, member of immediate household. Military graduation **(Local 407)**.
- ☐ 5. School related conference for employee's child.
- ☐ 6. Paternity.

FOR EMERGENCIES (#7)

- ☐ 7. Clearly Specified Family Emergency. (Explain in detail on the back of form).
- ☐ 8. Unspecified.
- ☐ 8a. Death in Family **(Local 407 only)**.

Signature of Employee Signature of Principal or Supervisor

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CLEVELAND METROPOLITAN SCHOOL DISTRICT

APPLICATION FOR ASSAULT LEAVE

HUMAN RESOURCES DEPARTMENT – EMPLOYEE SERVICE CENTER
1380 East Sixth Street, Room 146 – Cleveland, Ohio 44114-1664
(216) 574-8073 / Fax (216) 574-8258

FILE WITHIN FIVE (5) DAYS FOLLOWING THE ASSAULT

❑ ORIGINAL Request ❑ EXTENSION Request

Employee Name _____ Social Security No: xxx-xx-____
(Last) (First)

Home/Mailing Address: _____ Home Phone: _____

School/Building/Assignment: _____ Position: _____

Date of assault: _____ Incident Report No.: _____

Last date worked: _____ Date absence began: _____

Estimated date of return: _____

Was incident reported to the Bureau of Workers' Compensation? ❑ Yes ❑ No

Provide Worker's Compensation Claim No. _____ Date claim was filed: _____

Name(s) of assaulter(s): _____

_____

Brief description of assault: _____

_____

Were there any witnesses to the assault? ❑ No ❑ Yes If Yes, - Student(s)? ❑ Employee(s)? ❑

Attach a Physician's Certificate stating the nature and duration of the disability and anticipated return-to-work date. Forward completed forms to: Human Resources, Administration Building, Room 146.

Falsification of any documents submitted to the Board of Education is grounds for suspension pending action o termination of employment under Section 3319.16 of the Ohio Revised Code (see reverse side for statement of Assault Leave Policy).

Signature of Employee _____ Date _____

Principal/Immediate Supervisor's Signature _____ Date _____

Approved ____ Denied ____ Signature _____ Date _____
Human Resources' Department Official

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Revised 08/17/07 MMonroig

Article 15, Section 10 of CBA
SERIOUS ASSAULT OR BATTERY REPORT

Date Sent: / /

ASSAULTED STAFF MEMBER

(Please print)
HOME ADDRESS:

CITY: ZIP:

HOME PHONE: (____)

SCHOOL OF INCIDENT:

DATE OF INCIDENT:

POSITION OF VICTIM:

ALLEGED ASSAILANT:

(Student Last name) (First) (MI)

DOB:

PUPIL I.D.#:

PARENT(S)/GUARDIAN(S) NAME:

LIVES WITH:

ADDRESS:

PHONE: (____)

SCHOOL OF ENROLLMENT:

(IF DIFFERENT FROM SCHOOL OF INCIDENT)

DEFINITION

The District and the Cleveland Teachers Union agree that the definition of "serious assault or battery" in Article 15, Section 10 of the Collective Bargaining Agreement includes (1) an actual threat of serious physical, psychological, or emotional harm to a bargaining unit member; or (2) any deliberate inappropriate touching by a student or object that was under control of the student, that causes serious physical, psychological, or emotional harm; or (3) reckless conduct that causes serious physical, psychological or emotional harm.

1. Provide short description of facts of incident. The bargaining unit member shall complete the Incident Report Form and provide a copy to the building administrator.

2. Were you injured? __YES __NO Type of Injury:

   Was treatment required for injury? __ YES __NO

3. Was a weapon used? __YES __NO Use of weapon threatened? __YES __NO

   Type of weapon used or threatened:

4. In the opinion of the building administrator, was this a serious assault or battery? Yes ☐ No ☐

5. The building administrator and chapter chair will meet with you within five work days of the filing of this report to determine whether the student can remain in his/her present placement.

6. Is student to be transferred? Yes ☐ No ☐ If "yes", fax immediately to Office of Student Hearings and Appeals at 523-8496, complete with signatures of the building administrator and the chapter chair. If "no", the following staff signatures are needed for student to remain in building.

Building Administrator

Assaulted Staff Member's Signature

Chapter Chair

Receiving Teacher (if applicable)
(Per AAA #53390049903)

Revised 4/06

CLEVELAND METROPOLITAN SCHOOL DISTRICT

REQUEST FOR LEAVE OF ABSENCE
PTA/POLITICAL LEAVE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, Room 500N – Cleveland, Ohio 44114

I, _____, hereby apply for a leave of absence from _____
Print Name
to _____ for one of the following reasons:

___ 1. PTA – I have been elected as a delegate to a local, state or national PTA conference and request a leave of absence for the dates(s) stated above.

___ 2. Political Leave – I have been appointed/elected to a full-time position with local, state or national government. I request a leave of absence for the period stated above. I understand that after leaving office, I will be permitted to return to a comparable position (if one is available) with the District.

Position appointed/elected to: _____

Local, state, national government body: _____

_____ XX-XXX-_____ _____
Employee's Signature S. S. # Last 4 Digits Date

_____
Address City State Zip Code Telephone #

_____ _____
School or Department Grade or Subject

_____
Principal, Supervisor and/or Department Chief's Signature

Approved _____ Denied _____ Signature _____ Date _____
Human Resources Department Official

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Revised 9/11/07

CLEVELAND METROPOLITAN SCHOOL DISTRICT

REQUEST FOR LEAVE OF ABSENCE

HUMAN RESOURCES DEPARTMENT – EMPLOYEE SERVICE CENTER
1380 East Sixth Street, Room 146 – Cleveland, Ohio 44114-1667
(216) 574-8073 (216) 574-8258 Fax

Employee's Name _____ Social Security No: xxx-xx-_____

Position _____ School/Site _____ Room # _____

Division/Department _____

Telephone: Home ( ) _____ Other ( ) _____ Work (216) _____

I hereby apply for a leave of absence for the following:

____ Maternity/Paternity/Adoption/Parental
____ Family Illness/Care Giving
____ Medical: Personal Illness
____ Disability [Work-Related Injury]
____ Educational Study [Non-Teaching Member]
____ Professional Study [Teaching Member]
____ Military
____ EXTENSION _____

I am requesting a leave under the Family and Medical Leave Act of 1993 [FMLA] ____YES ____ NO

I am requesting a FMLA Intermittent Leave _____ YES _____ NO

[NOTICE OF EMPLOYEE RIGHTS UNDER FMLA IS INCLUDED IN THIS LEAVE PACKET]

I am requesting that accumulated sick time be used: ____YES ____ NO

COMPLETE SECTIONS (1 – 9) ONLY IF YOU ARE APPLYING FOR A DISABILITY/ EXTENDED DISABILITY LEAVE:

1. Did you sustain a current work-related injury? _____ Date of current injury: _____ Last date worked: _____
2. Indicate the nature of current work-related injury: _____
3. Was the Ohio Bureau of Workers' Compensation (BWC)/ Managed Care-Works (MCO) contacted? _____
4. Claim # _____ Date of claim filed: _____
5. In regards to this disability leave request, have you applied for an assault leave? YES _____ NO _____
6. If yes, was assault leave denied or approved? _____ Date approved assault ended: _____
7. Are you currently on Temporary Total (TT) Disability? _____
8. Are you scheduled to undergo therapy/ rehabilitation? _____? If so, provide date: _____
9. Provide expected date of release from therapy/rehabilitation: _____

DATES REQUESTED FROM: _____ TO: _____
Estimated Return-To-Work Date

AN ORIGINAL PHYSICIAN'S STATEMENT OR OTHER APPROPRIATE DOCUMENTATION IS REQUIRED BEFORE YOUR REQUEST FOR AN INITIAL LEAVE OF ABSENCE OR EXTENSION IS CONSIDERED. UNDER OHIO LAW, FALSIFICATION OF THE IMPROPER USE OF SICK LEAVE IS GROUNDS FOR SUSPENSION OR TERMINATION. A REQUEST TO RETURN-TO-WORK FORM MUST BE SUBMITTED TO HUMAN RESOURCES, ROOM 146 TWO (2)-THREE (3) WEEKS PRIOR TO RETURNING TO WORK.

Signature of Employee _____ Date _____

Principal/Immediate
Supervisor's Signature _____ Date _____

Approved _____ Denied _____ Signature _____ Date _____
Human Resources' Department Official

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Revised 08/2007

REQUEST FOR LEAVE OF ABSENCE (Page 2)

PERSONAL ILLNESS – An employee who anticipates being absent beyond four weeks for personal illness will complete a Request for Leave of Absence form. Cumulative sick leave must be used if available. A doctor's statement describing the illness and its duration must accompany this request. Upon return from this leave of absence, the employee has a priority to return to the original assignment or a mutually agreed upon assignment. Prior to reassignment, upon return from leave of absence for personal health reasons, a doctor's statement certifying that the employee is able to resume duties must be received by the Human Resources Department with the employee's written request to return from leave.

FAMILY ILLNESS – (Relationship) _____
An employee who anticipates being absent beyond four weeks for family illness will complete a Request for Leave of Absence form. Cumulative sick leave must be used if available. A doctor's statement describing the illness of the relative must accompany this request. Upon return from this leave of absence, the teacher has a priority to return to the original assignment or a mutually agreed upon assignment.

PROFESSIONAL STUDY – Two years of current continuous service in the Cleveland Metropolitan School District is required. A planned program for study must accompany this request.

MILITARY SERVICE – A copy of the military orders must accompany this request. A maximum of 31 days, per calendar year, may be granted for military service. Unpaid leave is granted for military service in excess of 31 days.

FAMILY MEDICAL LEAVE ACT (FMLA) – Under the Family Medical Leave Act of 1993, an eligible employee may take up to 12 workweeks of unpaid job protected leave during a 12-month period for certain family and medical reasons. Employees are eligible if they have worked for the covered employer for at least one year and for 1,250 hours over the previous 12 months.

- The birth of an employee's child and to care for the child;
- The placement of a child with an employee for adoption or foster care;
- To care for a spouse, child, or parent of an employee, if the family member has a serious health condition; and
- A serious health condition that makes the employee unable to perform the functions of his/her job.

Any leave, whether paid or unpaid, may concurrently qualify as FMLA leave and be counted against the 12-week unpaid entitlement under FMLA.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

REQUEST TO RETURN-TO-WORK

HUMAN RESOURCES DEPARTMENT – EMPLOYEE SERVICE CENTER
1380 East Sixth Street, Room 146 – Cleveland, Ohio 44114-1667
(216) 574-8073 (216) 574-8258 Fax

Employee's Name _____ Social Security No: xxx-xx-_____

Position _____ School/Site _____ Room #_____

Division/Department _____

Telephone: Home ( )_____ Other ( )_____Work (216) _____

Employee's Address _____
[INCLUDE MAILING ADDRESS, CITY, STATE and ZIP CODE]

TYPE OF LEAVE RETURNING FROM: (Please check (✓) one)

____ Maternity/Paternity/Adoption/Parental
____ Medical-Personal Illness
____ Educational Study [Non-Teaching Member]
____ Military
____ Family Illness/Care Giving
____ Disability [Work-Related Injury/Industrial Illness]
____ Professional Study [Teaching Member]
____ ASSAULT

Accumulated sick leave was ❑ Unpaid/Exhausted or ❑ Paid during leave of absence.

DATES OF REQUESTED LEAVE-- FROM: _____ TO: _____

DATE OF [EXPECTED] RETURN: _____

❑ FULL DUTY ❑ RESTRICTED DUTY **(must attach medical documentation with restriction(s))**

A CURRENT PHYSICIAN OR MEDICAL **[FIT FOR DUTY OR RELEASE-TO-WORK]** CERTIFICATE OR OTHER APPROPRIATE DOCUMENT **IS REQUIRED** AND MUST BE ATTACHED TO THIS FORM BEFORE YOUR REQUEST TO RETURN TO-WORK FROM A LEAVE IS CONSIDERED. **FALSIFICATION OR THE IMPROPER USE OF SICK LEAVE MAY BE GROUNDS FOR SUSPENSION OR TERMINATION UNDER OHIO LAW.**

Please Note:

- AN EMPLOYEE RETURNING FROM A LEAVE OF ABSENCE **MUST CONTACT** THEIR IMMEDIATE SUPERVISOR PRIOR TO RETURNING THIS FORM TO THE HUMAN RESOURCES DEPARTMENT.
- NON-TEACHING EMPLOYEES RETURNING FROM AN UNPAID LEAVE OF ABSENCE MAY BE ASSIGNED TO A POSITION PURSUANT TO THE LABOR AGREEMENT.

Signature of Employee _____ Date ____

Principal/Immediate Supervisor's Signature_____ Date_____

Approved ____ Denied_____ Signature _____ Date _____
Human Resources' Department Official

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08/1707/MMonroig

CLEVELAND METROPOLITAN SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, Room 146 - Cleveland, Ohio 44114

REQUEST FOR SABBATICAL LEAVE

(Article 21, Section 4 – CTU Agreement)

I hereby apply for a sabbatical leave for the _____ school year.

Last Name First Name _____ Worksite (School/Building Name) _____

Job Title _____ Social Security Number _____

Address – Street _____ City _____ State _____ Zip Code _____

Mailing Address During Leave (if different) _____ City _____ State _____ Zip Code _____

Beginning Date of Employment in CMSD _____ Date of Continuing Contract _____

PLAN FOR FORMAL STUDY

University/Institution's Name _____ Location _____

College or Department _____ Dean or Department Chairperson _____

Study will be done on (check (✓) one): _____ *Semester Plan* _____ *Quarter Plan*

Description of work planned: _____

I have taught in the Cleveland Metropolitan School District (CMSD) for _____ continuous years.

I understand that I am required to return to the CMSD at the end of the sabbatical leave to teach for the period of at least one year. I am willing to sign an agreement to fulfill this obligation.

Signature of Employee _____ Date _____

To be completed by Human Resources:

APPROVED DENIED Deputy Chief, Human Resources/Designee _____ Date _____

Revised 8/17/0

CLEVELAND METROPOLITAN SCHOOL DISTRICT
REQUEST FOR PROFESSIONAL-BUSINESS LEAVE

PROFESSIONAL MEETING OR CONVENTION [ ]   OFFICIAL BUSINESS [ ]   UNION [ ]

Please fill out completely. Forms must be completed and received *at least four (4) to eight (8) weeks in advance prior to the actual date of departure for leave.*

NAME (Print): ______________________ SOCIAL SECURITY NO. XXX-XX-____________

POSITION ______________________ BLDG SITE ______________________

DEPARTMENT/DIVISION ______________________________ ROOM # ________

WORK PHONE (   ) ____________   CONTACT PHONE (   ) ____________

DATES OF CONVENTIONAL/OFFICIAL BUSINESS MEETING: FROM ______________ TO ______________

TITLE OF MEETING, CONVENTION / ORGANIZATION ______________________________

LOCATION OF MEETING (CITY and STATE): ______________________

PURPOSE FOR ATTENDING ______________________________

COST OF REGISTRATION: $__________ WILL YOU RECEIVE COLLEGE CREDIT?   YES ___ NO ___

IF CONVENTION, ARE YOU CURRENTLY A PAID-UP MEMBER OF THAT ORGANIZATION?   YES ___ NO ___

ATTACH CONVENTION / PROGRAM AGENDA

TYPE OF REQUEST (Check Appropriate Boxes)   (A) PAY (DAILY PAY) ____   (B) EXPENSES (REIMBURSEMENT) ____

INDICATE REQUEST EXPENSES:

(A) Air____ (B) Ground Travel _____ (C) Mileage_____ (D) Lodging_____ (E) Meals_____ (F) Registration ____ (G) Other_____

PROVIDE THE ACCURATE ACCOUNT CODE(S) TO BE CHARGED: EXAMPLE 001.5211.2510.511.000000.001.00.000

a) ___ ___ ___ . ___ ___ ___ ___ . ___ ___ ___ ___ . ___ ___ ___ . 000000 . ___ ___ ___ . 00.000
USAS-FUND   SPEC-COST-CTR   FUNCTION   OBJECT   SUBJECT   OPU   IL JOB

b) ___ ___ ___ . ___ ___ ___ ___ . ___ ___ ___ ___ . ___ ___ ___ . 000000 . ___ ___ ___ . 00.000
USAS-FUND   SPEC-COST-CTR   FUNCTION   OBJECT   SUBJECT   OPU   IL JOB

IF A SUBSTITUTE IS REQUIRED – PROVIDE AN ACCOUNT CODE TO BE CHARGED FOR SUBSTITUTE COVERAGE

c) ___ ___ ___ . ___ ___ ___ ___ . ___ ___ ___ ___ . ___ ___ ___ . 000000 . ___ ___ ___ . 00.000
USAS-FUND   SPEC-COST-CTR   FUNCTION   OBJECT   SUBJECT   OPU   IL JOB

MODE OF TRANSPORTATION ______________ (If by group travel, list names of passengers – on the back)

Date of Departure from Cleveland: ______________   Time ________ AM or PM

Date of Arrival/Return into Cleveland: ______________   Time ________ AM or PM

APPLICANT'S SIGNATURE ______________________________ DATE ____________

APPROVED BY______________________________ DATE____________
IMMEDIATE SUPERVISOR/ PRINCIPAL/ (EXEC) DIRECTOR

DEP. CHIEF/ASST. SUPERINTENDENT ______________________________ DATE ____________

BUDGET/GRANT OFFICER______________________________ DATE ____________

DEPUTY CHIEF FINANCIAL OFFICER ______________________________ DATE ____________

DEPUTY CHIEF OF
HUMAN RESOURCES/DESIGNEE ______________________________ DATE ____________

"THE PRIMARY GOAL OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT IS TO BECOME A PREMIER SCHOOL DISTRICT IN THE UNITED STATES OF AMERICA"

August 2007/MMonrolg

CLEVELAND METROPOLITAN SCHOOL DISTRICT

TRANSCRIPT SUBMITTAL FORM

SSN: XXX - XX - _____

_____ _____ ____

(Last Name) (First Name) (MI)

School/Bldg _____ Title/Position _____

Phone: (H) (_____) _____-_____ (Alternate) (_____) _____-_____

THE ATTACHED TRANSCRIPT(S) IS BEING SUBMITTED FOR THE FOLLOWING REASON(S): (PLEASE CHECK)

_____ 1. Initial Transcript (New Hire)

_____ 2. Certification/Licensure renewal and/or upgrade

_____ 3. Vocational Certification/Licensure

_____ 4. Salary Schedule Change (Please read carefully and follow the instructions below)

_____ 5. Other (Please specify) _____

Instructions for a Schedule Change

- Request that an OFFICIAL COPY and a Student Copy of your transcript from the college or university be forwarded directly to yourself.
- *At the time of your request, verify with the college or university* that the degree if applicable, is posted on the transcript.
- *Open only the student copy* of the transcript and verify that the information on the transcript is correct.
- *Attach the official copy* of all transcripts verifying academic work completed for the schedule you are requesting unopened to the form and submit to: *Cleveland Metropolitan School District, Human Resources Department, 1380 East Sixth Street, Room 500N, Cleveland, OH 44114, ATTN: L. Matthews.*
- *SUBMIT UNOPENED OFFICIAL TRANSCRIPTS ONLY.*
- If you are requesting *schedule E or F*, the master's degree transcript *in addition* to the transcripts verifying the additional hours must be attached to the form in order to be processed.
- *TRANSCRIPTS WILL NOT BE PULLED FROM THE EMPLOYEE FILE OR ANY OTHER SOURCE.*
- *Grade reports, copies of degrees and letters from universities or colleges will not be accepted.*
- *This form and official transcripts* must be received in the Human Resources Department by October 1st for a first semester adjustment and by March 1st for a second semester adjustment. *THERE WILL BE NO EXCEPTIONS TO THESE DEADLINES.*
- For additional information regarding salary adjustments, please refer to the Agreement between the Board of Education of the Cleveland Metropolitan School District and the Cleveland Teachers Union Local #279.

Please check your *current* schedule:

☐ B ☐ C ☐ D ☐ E

Please check *requested* schedule:

☐ C ☐ D ☐ E ☐ F

I have read the above and understand that it is my responsibility to submit all transcripts in accordance with the aforementioned instructions and deadlines.

_____ _____

Signature Date

Human Resources.REV.cac 8.14.07

CLEVELAND METROPOLITAN SCHOOL DISTRICT

TRANSCRIPT SUBMITTAL FORM

INSTRUCTIONS

PLEASE PRINT ALL INFORMATION

- *LAST FOUR DIGITS* OF YOUR SOCIAL SECURITY NUMBER
- LAST NAME, FIRST NAME, AND MIDDLE INITIAL
- NAME OF SCHOOL OR BUILDING WHERE YOU WORK (IF MORE THAN ONE, PLEASE INDICATE VARIOUS)
- YOUR JOB TITLE/POSITION
- HOME PHONE NUMBER
- ALTERNATE PHONE NUMBER

CHECK ONE OR MORE OF THE FOLLOWING REASONS FOR SUBMITTING YOUR TRANSCRIPT (ONE OFFICIAL SET OF TRANSCRIPTS MUST BE SUBMITTED FOR EACH REASON CHECKED):

1. **INITIAL OFFICIAL TRANSCRIPT** - CHECK HERE IF YOU ARE A NEW TEACHING OR NON-TEACHING EMPLOYEE AND YOUR INTENT IS TO SATISFY THE REQUIREMENT FOR OFFICIAL TRANSCRIPTS TO BE ON FILE WITH HUMAN RESOURCES.

2. **CERTIFICATION/LICENSURE RENEWAL AND/OR UPGRADE** - CHECK HERE IF YOUR INTENT IS TO RENEW A CERTIFICATE/LICENSE OR UPGRADE TO A LICENSE. YOU MUST HAVE AN APPROVED INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (IPDP) ON FILE WITH HUMAN RESOURCES TO UPGRADE TO A LICENSE OR TO RENEW YOUR CURRENT CERTIFICATE.

3. **VOCATIONAL CERTIFICATION/LICENSURE –** CHECK HERE IF YOUR INTENT IS TO ACQUIRE A VOCATIONAL CERTIFICATE/LICENSE. VOCATIONAL APPLICATIONS MUST BE ACCOMPANIED BY A VE 37 FOR PROCESSING.

4. **SCHEDULE CHANGE** – CHECK HERE IF YOU ARE REQUESTING A SCHEDULE CHANGE AS PER THE AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION LOCAL #279. PLEASE READ AND FOLLOW THE INSTRUCTIONS CAREFULLY.

   PLEASE NOTE: TRANSCRIPTS WILL NOT BE PULLED FROM THE EMPLOYEE FILE. THE TRANSCIPTS ATTACHED MUST REFLECT THE REQUIRED NUMBER OF HOURS OR THE APPROPRIATE CONFERRED DEGREE. IN THE EVENT INSUFFICIENT DOCUMENTATION HAS BEEN PRESENTED, THE FORM AND THE ATTACHMENTS WILL BE RETURNED TO YOU.

5. **OTHER** - CHECK HERE IF NONE OF THE ABOVE STATES YOUR REASON FOR SUBMITTING A TRANSCRIPT. PLEASE SPECIFY YOUR REASON FOR SUBMITTING TRANSCRIPTS TO ENSURE THAT THEY ARE FORWARED TO THE APPROPRIATE HUMAN RESOURCES REPRESENTATIVE.

PLEASE SIGN AND DATE THE FORM, ATTACH THE OFFICIAL TRANSCRIPTS AND SUBMIT VIA U.S. MAIL TO:
CLEVELAND METROPOLITAN SCHOOL DISTRICT
1380 EAST SIXTH STREET ROOM 500N - ATTN: L. MATTHEWS
CLEVELAND, OH 44114

OR VIA SCHOOL MAIL TO THE:
HUMAN RESOURCES DEPARTMENT, ROOM 500N - ATTN: L. MATTHEWS

Human Resources.REV.rac.08.14.07

Cleveland Metropolitan School District

Payroll Division

The Primary goal of the Cleveland Metropolitan School District is to become a Premier School District in the United States of America

REPLACEMENT CHECKS

Name _____ Social Security # _____

Worksite Location _____ Job Classification _____

WARNING

Any Employee who files a false claim relating to replacement (Duplicate) checks shall be subject to dismissal, criminal prosecution and also liability for any and all cost incurred by the Cleveland Metropolitan School District in recovering any proceeds obtained by reason of filing said claim. If said claim is determined to be false, I do hereby agree that the Cleveland Metropolitan School District may deduct from my wages the check amount and all amounts incurred in recovering costs related to the claim.

Initials _____

I have not received check #: _____ in the amount of: $ _____

Issued on: _____

I have received a replacement check for: $ _____ Check # _____

Employee Signature: _____ Date: _____

If I should receive said check, I will return it to the Cash Management Division of the Cleveland Metropolitan School District. If said check is negotiated, I will attest to the endorsement. I do understand that all further checks will be withheld if I refuse to do so.

UPON PICKING UP YOUR CHECK, PLEASE INFORM CASH MANAGEMENT IF YOU BANK WITH KEY BANK

Cleveland Metropolitan School District – Human Resources Department

lease print or type

NOTICE OF RETIREMENT (2007-2008 School Year)

(Locals 279 and 701, At-Will, Non-Union)

Name: _____ Social Security# XXX / XX / _____
First MI Last

Job Title: _____ School/ Department _____

_____
Home Address City State Zip Code

( ) _____ _____ _____
Home Telephone Number Employee Signature Date

I hereby submit notice of my intention to retire effective the first of:

Month: _____ **Year:** _____

Employees with ***ten (10)*** or more years of service with the Cleveland Metropolitan School District may be eligible for severance pay benefits as follows:

Thirty percent (30%) paid in one payment* - $30,000 maximum – within two and one-half months (2 ½) months of effective date of retirement. Payment is based on unused accumulated sick leave credit as of retirement effective date.

*403(b) Plan:

Participants: Attains age 55 in the calendar year of retirement: It is ***mandatory*** for participants who retire in the calendar year in which he/she attains age 55 and is entitled to severance pay to enroll in the 403(b) Plan. The Tax Sheltered Annuity that will be used is AIG VALIC Portfolio Director Series 6. Participants shall be required to complete AIG VALIC enrollment forms. Participants must contact Bob Hyneman, representative from AIG VALIC at (216) 643-6374 to discuss the plan, answer all inquiries and to assist you with completing enrollment forms. No contribution of severance pay shall be made until the enrollment forms are submitted to AIG VALIC.

Non-Participants: Will not attain age 55 in the calendar year of retirement: It is ***not mandatory*** for non-participants to enroll in the 403(b) Plan. The severance pay will be payable to the non-participants in a lump sum cash payment no later than 2 ½ months after the effective date of retirement. However, the non-participants may elect to have all or a portion of the severance pay deffered into a tax sheltered annuity.

IMPORTANT NOTICE: If you have not already submitted your Service Retirement Application to the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS), please do so at once. Retirement benefits cannot begin until an application has been received by the STRS, 275 East Broad Street, Columbus, Ohio 43215 or the SERS at 300 East Broad Street, Suite 100, Columbus, Ohio 43215. If you have any questions or would like to receive the application and estimate of benefits, please contact the STRS at (888) 227-7877 or the SERS at (866) 280-7377.

Life Insurance Information: Upon leaving your employment or otherwise becoming ineligible for group insurance, you are eligible to convert your Group Life Insurance coverage to an individual non-participating Fort Dearborn Life Insurance policy. This can be done at the regular rate for your attained age, regardless of your physical condition, provided you apply for a change within 31 days of the date your group insurance terminates. See reverse side for conversion information. Contact the Human Resources Employee Service Center at 574-8298 for an application.

RETURN COMPLETED FORM TO:

Cleveland Metropolitan School District
Administration Building
Employee Service Center Room 146
1380 East Sixth Street
Cleveland, OH 44114
Attention: Maria Monroig
Telephone (216) 574-8298 Fax (216) 574-8258

"The primary goal of the Cleveland Metropolitan School District is to become a premier school district in the United States of America"

CLEVELAND METROPOLITAN SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

REQUEST TO JOB SHARE

Job sharing partnerships are completely voluntary and must last through one (1) full school year. Two bargaining unit members may share one full time teaching position and are subject to the approval of the principal. **The two teachers must write a proposal detailing how the educational philosophies of the teachers are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in meetings, etc.** The application and the proposal must be submitted to the Human Resources Department, 1380 East Sixth Street, Room 501, Cleveland, Ohio 44114, no later than April 1 to be implemented the ensuing school year. Please review Article 23, Section 20 of the Agreement between the Cleveland Metropolitan School District and the Cleveland Teachers Union, Local 279 American Federation of Teachers, AFL-CIO.

Please note that in the event that a leave of absence is requested and approved at any time during the school year in which the member has agreed to job share, all time paid will be paid at the percent of the job share. Additionally, benefits are available on a pro-rata basis; the teacher, via payroll deduction, shall pay any difference between 100% paid coverage and the pro-rata entitlement.

Job Share School: _____ Subject/Grade Level : _____

Teachers requesting to share position:

Teacher 1: Certification: _____

_____ _____
Name (Print) SSN-Last 4 Digits

(_____)_____ _____
Home Phone % Percent of Time Shared (Plus Teacher 2 = 100%)

_____ _____
Days of the Week Requested (M-T-W-Th-F) Hours Per Day

Benefits are available on a pro-rata basis. I elect benefits: (Check one) ____ Yes ____No.

Note: Your signature verifies that you have read and agree to all items listed under Article 23, Section 20 of the Agreement between the Cleveland Metropolitan School District and the Cleveland Teachers Union, Local No. 279.

_____ _____
Signature Date

Teacher 2: Certification: _____

_____ _____
Name (Print) SSN

(_____)_____ _____
Home Phone % Percent of Time Shared (Plus Teacher 1 = 100%)

_____ _____
Days of the Week Requested (M-T-W-Th-F) Hours Per Day

Benefits are available on a pro-rata basis. I elect benefits: (Check one) ____ Yes ____No.

Note: Your signature verifies that you have read and agree to all items listed under Article 23, Section 20 of the Agreement between the Cleveland Metropolitan School District and the Cleveland Teachers Union, Local No. 279.

_____ _____
Signature Date

_____ _____
Principal' s Signature Date

_____ _____
Asst. Superintendent's Signature Date

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Revised:cac/08/17/07

CLEVELAND METROPOLITAN SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

CONTINUING CONTRACT REQUEST FORM
2008-2009 SCHOOL YEAR

Please Print.

Employee SS#: XXX – XX - _____

Last Name:_____ First Name:_____

Worksite:_____ Job Title:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Home Phone: (___)_____ Cell Phone/Other: (___)_____

I previously held a continuing contract in another District and I have worked for the Cleveland Metropolitan School District for at least two years:

❑ YES ❑ NO

_____ _____
Signature of Employee Date

You must include with this form a copy of the appropriate certificate/license and all transcripts (sealed) to verify completed paperwork. You may convert from a provisional certificate to a license prior to the year of expiration of the current certificate.

Mail the completed form and attachments to:

Cleveland Metropolitan School District
Human Resources Department, Room 501
1380 East Sixth Street
Cleveland, Ohio 4114

NOTE: CERTIFICATES, LICENSES AND TRANSCRIPT(S) WILL NOT BE RETRIEVED FROM THE EMPLOYEE FILE OR THE LICENSURE SPECIALIST. THE APPROPRIATE DOCUMENTATION MUST BE ATTACHED TO THE FORM.

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Rev. 08/17/07/mm

CLEVELAND METROPOLITAN SCHOOL DISTRICT

PAY FOR SUBSTITUTE TEACHERS IN LICENSURE PROGRAMS

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, 500N – Cleveland, Ohio 44114-1667

1. Eligible substitute teachers must be in a long-term position and obtaining a teacher licensure.
2. Substitute teachers working in a long-term position and are enrolled in a bona fide teacher licensure program must submit verification of their participation no later than the first day teachers report for school or first date of employment in a long-term position.
3. Human Resources will require newly hired substitute teachers to submit verification of participation in a bona fide teacher licensure program.
4. Substitute teachers shall submit verification of successful course completion (passing grade) twice (the first half and the second half) each year. A substitute teacher must enroll and successfully complete at least one course per semester to remain eligible for the additional pay.
5. Substitute teachers who submit verification as set forth in 1-4 above will be compensated $5 per day above the highest substitute pay rate. Sub+ compensation is paid twice per school year, retroactive to the beginning of the eligible semester.

APPLICATION FOR SUB+ PAY
1ST /2ND HALF SCHOOL YEAR _____

A Sub+ substitute teacher is defined as a substitute teacher who is actively working toward licensure in the area in which he/she is substituting. Sub+ substitute teachers in long-term positions are entitled to the highest substitute pay rate and an additional $5 per day. To receive this compensation, a substitute teacher must complete the form below and submit proof that he/she successfully completed at least one course during the semester for which the substitute is seeking additional pay.

Name_____ Employee S.S.# XXX-XX-_____

Address _____

City_____ State _____ Zip_____

Phone Number (_____) _____

College/University _____

School assignment where long-term position held _____

Please attach a copy of a document that demonstrates that you enrolled and successfully completed (passed) at least one course during the first/second semester. This does not need to be an official transcript. You may submit a copy of your report card or other documentation that contains the same information.

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Revised 08/ 17/07

CLEVELAND METROPOLITAN SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

LICENSURE FUNDING

See Article 29, Section 14

The District will offer a licensure program as a pilot program. Up to fifty (50) bargaining unit members who decide to seek licensure in a "high need" subject area, as defined by written mutual agreement of the District and the CTU, (e.g., Special Education, Science, Mathematics and Bilingual Education) are eligible for the District's licensure program in any given school year. This program provides funding for the cost of obtaining the licensure up to a maximum of five thousand dollars ($5,000) per employee. To be eligible, the employee must be continuously employed by the District while seeking the licensure and continue in employment for five (5) years after becoming licensed. In addition, if a position within the "high need" area becomes vacant and is offered to a bargaining unit member, he/she must accept the position.

The interested employee may apply for assistance in securing the licensure in the "high need" area with the District's Professional Development Office by filing a Professional Development Plan outlining the proposed course of study to obtain a licensure, including a proposed timeline for completion. If accepted, the employee will be provided funding, up to one thousand two hundred and fifty dollars ($1,250) (less any applicable taxes) for each quarter of the licensure program. Should the bargaining unit member not continue to progress toward completion of the program leading to the additional licensure, or should the bargaining unit member leave employment with the District less than five (5) years after receiving the additional licensure, the teacher will be obligated to repay all monies received, either through a deduction from his/her paycheck(s) or other legal means.

Date:_____

Name:_____ SS#: XX-XX-_____

Telephone Number:_____

Current Assignment(s):_____

Current Certification/Licensure:_____

Area of Certification/Licensure Sought:_____

Institution Offering Certification/Licensure Program:_____

A copy of your professional development plan must be attached to this application. Such plan should set forth the proposed course of study and timeline for completion.

Portion of licensure program for which you are applying for funding (check ☑ one)

- ❑ **First Quarter of Program**
- ❑ **Second Quarter of Program**
- ❑ **Third Quarter of Program**
- ❑ **Fourth Quarter of Program**

Note: "Quarter" refers to the portion of the entire licensure program rather than an academic term.

Amount of funding applied for:_____ (up to $1,250 is available per quarter). Copies of receipts for tuition and/or books and/or other materials must be attached.

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Rev. 08/20/07/cc

APPENDIX G

SCHOOLS REQUIRING INTERVENTION

School intervention in the District is intended to help ensure that the District goal of improving student achievement is attained. For a variety of reasons, schools may fail to demonstrate acceptable levels of performance. Intervention is intended to identify strategies and resources designed to improve performance. Should those strategies and resources fail to produce the desired outcomes, intervention provides a mechanism for reconstitution. Indications that a school requires intervention include, but are not limited to, the indicators listed under the provisions of No Child Left Behind (NCLB) to include the following: Student Achievement, Attendance, School Climate, and Student Discipline as delineated below.

ACADEMIC INTERVENTION TEAM

The recommendation that a school is in need of intervention will be made by an Academic Intervention Team (AIT) consisting of four representatives selected by the CEO and four representatives selected by the CTU President. The District will inform the AIT of the resources available for intervention in troubled schools by July 1st of each school year. The Chief Academic Officer (CAO), in accord with the CEO, will provide the AIT a list of schools to be reviewed for possible intervention. In making its recommendation, the AIT will review all relevant district data, observations by administration, observations by the CTU, and other appropriate indicators of school performance, and recommend which schools merit intervention. The AIT may review for possible intervention schools not on the list provided by the CAO. The AIT will make its recommendations to the Chief Academic Officer (CAO) for each school reviewed along with a supporting rationale for each such recommendation, consistent with the resources available. The CAO, in accord with the CEO, will make the final determination of schools requiring intervention from the list of schools reviewed by the AIT.

CRITERIA FOR INTERVENTION

The criteria for intervention include, but are not limited to:

- Designation of year 4, 5, or 6 of School Improvement Status.
- Student Achievement.

Clear academic (content) standards, detailing what every student is expected to know and demonstrate mastery of, are essential for a school to determine if they are fulfilling their mission of educating youngsters effectively. The District's accountability system is tied to students' achievement on Ohio's State Graduation or Achievement tests. A school's course of study must be tightly aligned with the learner outcomes measured by the state's graduation and achievement tests in order for students to demonstrate proficiency. Student achievement measures that indicate a school is in need of intervention are defined by the Ohio Department of Education through the NCLB School Improvement process.

- ❖ Attendance (Student/Staff).

  Students are more likely to skip school if they feel unsafe or unmotivated. If students do not attend school they cannot learn. Student attendance is a necessary prerequisite for student achievement. High rates of staff absenteeism are also unacceptable. Continuity and stability in instruction are essential for students to learn. The causes of absenteeism, whether student or staff, are often elements of a school's operation that are under its control. Discipline problems, low expectations for students and staff and building safety issues often explain variance in student and staff attendance. Attendance measures that indicate a school in need of intervention would include either of the following:

  - Student attendance target acquisition;
  - Teacher attendance rate. (A teacher attendance rate would account for scheduled in-service training, and Family and Medical Leave Act days.)

- ❖ School Climate (Staff Attrition).

  In order to provide schools with data concerning their school climate, the District administers a survey that measures responses from staff, students, parents, and the greater community on seven attributes of effective schools. The Attributes of an Excellent School survey (AES) measures the degree to which a school possesses the following attributes:

  - Positive school climate that is safe and orderly;
  - Parent and community involvement;
  - High expectations for staff and student performance;

- Frequent monitoring of student progress;
- Clearly defined mission;
- Continuous planning process;
- Shared leadership.

In addition to the attitudinal data gathered by the survey, other measures of school climate that would validate the results of the Attributes of an Excellent School survey and indicate a school with a school climate in need of intervention include:

- High rates of staff attrition through requests for transfer;
- Substantiated parental complaints.

❖ Student Discipline.

The causes of disruptive behavior and school violence are often elements of a school's operation that are under its control. Meeting the needs of students and addressing their various learning styles is a school wide effort. Developing culturally rich programs, using a variety of resources, linking with social service agencies, reaching out effectively to parents and the community, applying consistent and appropriate consequences for student violations, and holding high expectations for student behavior are all strategies that can act as deterrents to disruptive behavior. Schools that are unable to create a safe and orderly educational environment are presumptively in need of intervention. Indicators of a school requiring intervention may include any of the following:

- High levels of disruption and student discipline problems;
- High rates of staff attrition through requests for transfer;
- Substantiated parental complaints.

ACADEMIC INTERVENTION PROCESS

The Academic Intervention Team will assess those schools it has identified as most meriting intervention, and will recommend the method and scope of intervention within the parameters of the District's resources as allocated for that purpose. The District will provide those resources. After the school's Core Planning Team has met with the Academic Intervention Team, a detailed analysis of proficiency, attendance, and school climate results for the school year will be conducted. Following this analysis, which should point out changes from previous results and building strengths and weaknesses, a recommendation will be made as to whether the school's current Academic Achievement Plan (AAP) will address the school's need for

intervention. If the current plan appears sufficient to meet the school's needs, the Academic Intervention Team will commit to specified support roles in assisting the school's implementation of the plan. If the current Academic Achievement Plan is not deemed sufficient to address the school's need for intervention, a plan of action will be created to supplement the strategies already agreed upon in the school's Academic Achievement Plan. The plan of action will outline any changes in the school's Academic Achievement Plan and will specify the Intervention Team's responsibilities in assisting the school's implementation of the revised plan. The plan of action will be created jointly by the school's Core Planning Team and the Intervention Team. Approval by 70 percent of the school's staff is necessary for any proposed modifications to the AAP. Failure of a school staff to approve the proposed modifications to the AAP will not relieve that school of the expectation for improved performance and such failure to improve performance shall result in reconstitution. Academic intervention steps that may be taken in working with a school shall include, but are not limited to, any of the following:

a) Allocation of more academic, financial, and/or other resources;
b) Reduced ratio of pupils to certificated classroom teachers;
c) Amendment of the school's Academic Achievement Plan with a plan of action;
d) Mandatory professional development as determined by the Academic Intervention Team.

ACADEMIC INTERVENTION OUTCOMES

The Academic Intervention Team will recommend, no earlier than June 1st and no later than July 1st of the intervention year, that one of three outcomes will occur:

- The school has demonstrated improvement by valid statistical data and can move forward with implementation of their AAP. They no longer require intervention.
- The school has not demonstrated improvement by valid statistical data sufficient to move them out of Academic Intervention status, but that the school is on the right track and should be allowed to continue their school improvement efforts and continue to receive support. Professional development opportunities become

mandatory for all CTU bargaining unit members.

- The school has not demonstrated improvement and should be reconstituted.

RECONSTITUTION

The decision of the Chief Academic Officer, in accord with the CEO, to reconstitute a school will be made no earlier than June 1st of each school year, and no later than July 1st. No such decision shall be unreasonable, arbitrary or discriminatory.

1) In lieu of the transfer provisions of the Collective Bargaining Agreement, the following steps shall be taken:
   a) Each affected certificated CTU bargaining unit member shall be notified no later than July 1st that his/her school has been reconstituted. Included in the notification will be a list of open positions in all schools. Transfers will be made according to the necessary transfer list.
   b) All CTU bargaining unit members and administrators will be cleared from the school. After three years, CTU bargaining unit members may utilize the voluntary transfer process to apply for any open positions in the reconstituted schools.
   c) Human Resources shall fill open positions in order of seniority, as per necessary transfer.
2) There shall be no reprisals of staff members from reconstituted schools.
3) A new Principal will be appointed, and that Principal, parents from the school's SPO, and a CTU representative, will re-staff the school through an interview process.
4) The first year a newly reconstituted school operates, it retains all the intervention support services of the previous year.
5) The newly reconstituted school will reopen with a research-based model. Teachers will be provided necessary training and support in order to implement the model.
6) Communication of the school's status and new direction to parents and students will be made a priority in order to alleviate concerns, confusion, and possible misconceptions.

APPENDIX H

ACADEMIC ACHIEVEMENT PLAN TEMPLATES

The Elementary/K-8 Academic Achievement Plan template and the Secondary School Academic Achievement Plan template are available through either the Chief Academic Officer Office or the Cleveland Teachers Union.

APPENDIX I

JOINT RESOLUTIONS

RE: TEACHER INCENTIVE GRANT

Whereas the Cleveland Teachers Union and the Cleveland Metropolitan School District agree that educational leadership should be recognized and fostered from the ranks of current practitioners, and

Whereas teachers should be rewarded for knowledge and skills that advance the high-priority educational goals of improving student academic achievement, mentoring new and veteran teachers, providing peer assistance and review, serving in leadership roles, or assuming additional curriculum and instructional responsibilities that meet mutually agreed upon high quality professional standards,

Therefore be it resolved that the Cleveland Teachers Union and the Cleveland Metropolitan School District have agreed to collaborate regarding the Teacher Incentive Fund (TIF) in developing alternate forms of compensation based on exemplary performance beginning in the 2007-2008 school year.

RE: HEALTH CARE CLINICS

Whereas the wellness and health of our children are often at risk due to socio-economic factors; and

Whereas parents and children often lack access to health care providers; and

Whereas we believe that our commitment to the whole child is as important as strengthening the mind;

Therefore be it resolved, the Cleveland Teachers Union and the Cleveland Metropolitan School District jointly agree that functioning health clinics must be established on a regional basis in district K-8 schools for the purpose of providing basic health care and wellness services to all students, who deserve the opportunity to perform at their physical and mental best.

Therefore be it further resolved, the Cleveland Teachers Union and the Cleveland Metropolitan School District will meet with area health care providers for the purpose of securing the commitment, resources, and expertise to plan and to implement these regional health clinics.

Therefore be it further resolved, under the operational

guidance of CMSD nurses and other district support personnel who will staff these health clinics, medical services for district students and their families will be provided by area health care providers for the purpose of insuring that Cleveland youth are in the best possible health and are ready to learn at their fullest potential.

RE: VOLUNTEER MENTORING SYSTEM

Whereas mentoring is a strategy that helps young people succeed in life by giving them the confidence, skills and resources to reach their potential and;

Whereas mentoring enables students to pair with adults who provide one on one guidance, support, and encouragement, creating a bond that endures throughout the school year and beyond;

Whereas we recognize and support the many volunteer activities in which employees throughout the district are currently involved;

Therefore be it resolved, the Cleveland Metropolitan School District and the Cleveland Teachers Union are committed to collaborating in the development of an ongoing volunteer mentoring system that will encourage and strengthen mentoring in our district.

APPENDIX J

START/END TIMES

Unless modified by this Collective Bargaining Agreement or by future joint agreement of CMSD and CTU, any modification in the 2006/07 starting and ending times for individual schools as provided below will remain unchanged for the 2007/08 and subsequent school years.

Location Name	Total Hr.	Teacher Report TIME	Instructional Time Begins	END TIME
A. G. BELL @ SKYLINE OPTION COMPLEX	6 hr. 40 min.	7:50	8:00	2:30
ADLAI E STEVENSON	6 hr. 40 min.	9:20	9:30	4:00
ALBERT B. HART	6 hr. 40 min.	7:50	8:00	2:30
ALMIRA	6 hr. 40 min.	9:20	9:30	4:00
ANDREW J. RICKOFF	6 hr. 40 min.	7:50	8:00	2:30
ANTON GRDINA	6 hr. 40 min.	7:50	8:00	2:30
ARTEMUS WARD @ HALLE	6 hr. 40 min.	9:20	9:30	4:00
AUDUBON	6 hr. 40 min.	7:50	8:00	2:30
BENJAMIN FRANKLIN	6 hr. 40 min.	7:50	8:00	2:30
BOLTON	6 hr. 40 min.	9:20	9:30	4:00
BOYS ACADEMIES	7 hr. 40 min.	7:50	8:00	3:30
BROOKLAWN	6 hr. 40 min.	9:20	9:30	4:00
BUCKEYE WOODLAND	6 hr. 40 min.	9:20	9:30	4:00
BUHRER	6 hr. 40 min.	9:20	9:30	4:00
CAPTAIN ARTHUR ROTH	6 hr. 40 min.	7:50	8:00	2:30
CARL F SHULER	6 hr. 40 min.	7:50	8:00	2:30
CASE	6 hr. 40 min.	7:50	8:00	2:30
CENTRAL/CARL&LOUIS STOKES	6 hr. 40 min.	7:50	8:00	2:30
CHARLES A. MOONEY	6 hr. 40 min.	7:50	8:00	2:30
CHARLES DICKENS	6 hr. 40 min.	9:20	9:30	4:00
CHARLES H. LAKE @ LOUIS PASTEUR	6 hr. 40 min.	9:20	9:30	4:00
CHARLES W. ELIOT	6 hr. 40 min.	7:50	8:00	2:30
CLARA E WESTROPP	6 hr. 40 min.	7:50	8:00	2:30
CLARK	6 hr. 40 min.	9:20	9:30	4:00
CLEVELAND SCHOOL OF ARTS	6 hr. 40 min.	7:50	8:00	2:30
COLLINWOOD	6 hr. 40 min.	7:50	8:00	2:30
DANIEL E. MORGAN	6 hr. 40 min.	7:50	8:00	2:30
DENISON	6 hr. 40 min.	9:20	9:30	4:00
DIKE	6 hr. 40 min.	9:20	9:30	4:00
DOWNTOWN EDUCATION CENTER	6 hr. 40 min.	7:50	8:00	2:30
E. DESAUZE CONTEMPORARY ACADEMY	6 hr. 40 min.	9:20	9:30	4:00
EARLY CHILDHOOD CENTER	6 hr. 30 min.	9:20	9:30	3:50
EAST CLARK @ MARGARET SPELLACY	6 hr. 40 min.	7:50	8:00	2:30
EAST HIGH	6 hr. 40 min.	7:50	8:00	2:30
EAST TECH	6 hr. 40 min.	7:50	8:00	2:30
EMPIRE COMPUTECH	6 hr. 40 min.	9:20	9:30	4:00
FOREST HILL PARKWAY	6 hr. 40 min.	9:20	9:30	4:00
FRANKLIN D. ROOSEVELT	6 hr. 40 min.	7:50	8:00	2:30
FULLERTON	6 hr. 40 min.	9:20	9:30	4:00
FUNDMNTL EDUC CTR ROCKEFELLER	6 hr. 40 min.	9:20	9:30	4:00
GARRETT MORGAN SCHOOL OF SCI	6 hr. 40 min.	7:50	8:00	2:30
GENESIS HIGH SCHOOL	6 hr. 40 min.	7:50	8:00	2:30
GEORGE WASHINGTON CARVER	6 hr. 40 min.	7:50	8:00	2:30
GIDDINGS	6 hr. 40 min.	9:20	9:30	4:00
GINN ACADEMY	6 hr. 40 min.	7:35	7:45	2:15
GIRLS ACADEMIES	6 hr. 40 min.	7:50	8:00	2:30
GLENVILLE	6 hr. 40 min.	7:50	8:00	2:30
GRACEMOUNT	6 hr. 40 min.	7:50	8:00	2:30

H. BARBARA BOOKER	6 hr. 40 min.	9:20	9:30	4:00
HANNAH GIBBONS – NOTTINGHAM	6 hr. 40 min.	9:20	9:30	4:00
HARRY L. EASTMAN	6 hr. 40 min.	7:50	8:00	2:30
HARVEY RICE @ JESSE OWENS (SKYLINE)	6 hr. 40 min.	7:50	8:00	2:30
HENRY LONGFELLOW	6 hr. 40 min.	9:20	9:30	4:00
HIGH TECH ACADEMY	N/A	12:00	N/A	2:00
IOWA MAPLE	6 hr. 40 min.	9:20	9:30	4:00
JAMES F. RHODES	6 hr. 40 min.	7:50	8:00	2:30
JANE ADDAMS	6 hr. 40 min.	7:50	8:00	2:30
JOHN ADAMS HIGH	6 hr. 40 min.	7:50	8:00	2:30
JOHN F. KENNEDY	6 hr. 40 min.	7:50	8:00	2:30
JOHN HAY	7 hr 35 min.	7:50	8:00	3:25
JOHN MARSHALL	6 hr. 40 min.	7:50	8:00	2:30
JOHN W. RAPER	6 hr. 40 min.	7:50	8:00	2:30
JOSEPH LANDIS	6 hr. 40 min.	7:50	8:00	2:30
JOSEPH M. GALLAGHER	6 hr. 40 min.	7:50	8:00	2:30
LINCOLN WEST	6 hr. 40 min.	7:50	8:00	2:30
LOUIS AGASSIZ	6 hr. 40 min.	9:20	9:30	4:00
LOUISA M. ALCOTT	6 hr. 30 min.	9:20	9:30	3:50
LUIS MUNOZ MARIN MIDDLE SCHOOL	6 hr. 40 min.	7:50	8:00	2:30
M. L. K./HEALTH CAREERS	6 hr. 40 min.	7:50	8:00	2:30
MARION CHAMPLIN SELTZER	6 hr. 40 min.	9:20	9:30	4:00
MARION-STERLING	6 hr. 40 min.	7:50	8:00	2:30
MARY B. MARTIN	6 hr. 40 min.	7:50	8:00	2:30
MARY M. BETHUNE	6 hr. 40 min.	7:50	8:00	2:30
MAX S. HAYES	6 hr. 40 min.	7:50	8:00	2:30
MCKINLEY	6 hr. 40 min.	9:20	9:30	4:00
MEMORIAL	6 hr. 40 min.	7:50	8:00	2:30
MICHAEL R. WHITE	6 hr. 40 min.	9:20	9:30	4:00
MILES	6 hr. 40 min.	9:20	9:30	4:00
MILES PARK	6 hr. 40 min.	7:50	8:00	2:30
MOUND	6 hr. 40 min.	7:50	8:00	2:30
NATHAN HALE	6 hr. 40 min.	7:50	8:00	2:30
NEWTON D. BAKER	6 hr. 40 min.	9:20	9:30	4:00
O. H. PERRY	6 hr. 40 min.	7:50	8:00	2:30
OPTION COMPLEX @ MARGARET IRELAND	6 hr. 40 min.	7:50	8:00	2:30
ORCHARD	6 hr. 40 min.	9:20	9:30	4:00
PATRICK HENRY	6 hr. 40 min.	7:50	8:00	2:30
PAUL L. DUNBAR	6 hr. 40 min.	9:20	9:30	4:00
PAUL REVERE	6 hr. 40 min.	7:50	8:00	2:30
ROBERT H. JAMISON	6 hr. 40 min.	9:20	9:30	4:00
RIVERSIDE	6 hr. 40 min.	9:20	9:30	4:00
ROBERT FULTON	6 hr. 40 min.	9:20	9:30	4:00
R. G. JONES @ NATHANIEL HAWTHORNE	6 hr. 40 min.	9:20	9:30	4:00
SCRANTON	6 hr. 40 min.	7:50	8:00	2:30
SOUTH HIGH	6 hr. 40 min.	7:50	8:00	2:30
SUCCESSTECH	6 hr. 40 min.	7:50	8:00	2:30
SUNBEAM @ SKYLINE OPTION COMPLEX	6 hr. 40 min.	9:20	9:30	4:00
TREMONT	6 hr. 40 min.	9:20	9:30	4:00
UNION	6 hr. 40 min.	7:50	8:00	2:30
WADE PARK @ HARRY E. DAVIS	6 hr. 40 min.	7:50	8:00	2:30
WALTON	6 hr. 40 min.	9:20	9:30	4:00
WATTERSON-LAKE	6 hr. 40 min.	9:20	9:30	4:00
WAVERLY	6 hr. 40 min.	9:20	9:30	4:00
WHITNEY YOUNG	6 hr. 40 min.	7:50	8:00	2:30
WILBUR WRIGHT	6 hr. 40 min.	7:50	8:00	2:30
WILLOW	6 hr. 40 min.	7:50	8:00	2:30
WILLIAM C. BRYANT	6 hr. 40 min.	9:20	9:30	4:00
WOODLAND HILLS	6 hr. 40 min.	9:20	9:30	4:00

APPENDIX K

HIGH SCHOOL SCHEDULING

Beginning with the 2007/08 school year, the schedule of the instructional day as defined by CMSD and CTU will be modified traditional with block throughout all district schools that have one or more of the following grades: 9, 10, 11, and 12.

UNIQUE FEATURES:

1. For freshmen and sophomores, English, math, and science are double periods. Students remain with the same teacher for both periods without a break between periods.
2. Unless double periods for 9th or 10th grade, English, math, and social studies periods are forty (40) minutes.
3. Mods are twenty (20) minutes. Teachers have an additional twenty (20) minutes of unassigned time due to an odd number of Mods.
4. Passing time is four (4) minutes.
5. All one unit classes and electives are a full year.

SAMPLE MODIFIED TRADITIONAL W/ BLOCK SCHEDULE

TYPICAL FRESHMAN SCHEDULE

Period One	1.0 UNIT	English 1	8:00-8:40
Period Two	1.0 UNIT	Freshman Seminar	8:44-9:24
Period Three	1.0 UNIT	Math Integrated One	9:47-10:27
Period Four	1.0 UNIT	Math Transition	10:31-11:11
Mod 5		Lunch	11:15-11:35
Mod 6	.25 UNIT	Physical Science	11:39-11:55
Mod 7	.26 UNIT	Physical Science	11:59-12:19
Mod 8	.25 UNIT	Physical Science	12:23-12:39
Mod 9	.25 UNIT	Physical Science	12:43-1:03
Period 10	1.0 UNIT	Elective	11:07- 1:47
Period 11	1.0 UNIT	Social Studies	1:50-2:30

SAMPLE JUNIOR/SENIOR SCHEDULE

TYPICAL JUNIOR/SENIOR SCHEDULE

Period One 8:00-8:40	1.0 UNIT	Science 8:00-9:24
Period Two 8:44-9:24	1.0 UNIT	(Science is 1.0 Unit.)
Home Room 9:28-9:43		9:28-9:43
Period Three 9:47-10:27	1.0 UNIT	English 9:47-10:27
Period Four Elective 10:31-11:11	1.0 UNIT	Senior Seminar/Health/ 10:31-11:11
Mod 5 11:15-11:35	.25 UNIT	Math 11:15-11:55
Mod 6 11:39-11:55	.25 UNIT	
Mod 7 11:59-12:19	.25 UNIT	Elective 11:59-12:39
Mod 8 12:23-12:39	25 UNIT	
Mod 9 12:43-1:03		Lunch 12:43-1:03
Period 10 1:07-1:47	1.0 UNIT	Social Studies1:07- 1:47
Period 11 1:50-2:30	1.0 UNIT	Elective 1:50-2:30

APPENDIX L

MEMORANDA OF UNDERSTANDING

CONTINUING EDUCATION UNITS

The District and the CTU, through the Central Local Professional Development Committee (CLPDC), will assist bargaining unit members in obtaining Continuing Education Units for voluntary participation on Intervention Assessment Teams/Intervention Based Assessment Teams and/or Inclusion Teams.

JOB SHARING

Whereas the Cleveland Teachers Union (CTU) and the Cleveland Metropolitan School District (CMSD) recognize the need for related service providers, CTU and CMSD agree to modify Article 23, Section 20 (E) to read as follows:

E. Partnerships of teachers must be formed no later than April 1 to be implemented for the following year. Effective with the 2007/08 school year, partnerships of related services providers may be formed as needed throughout the school year.

TEACHER PROFESSIONAL ORGANIZATIONS

This Memorandum of Understanding is entered into this _ _____ day of _____, 2007 between the Cleveland Municipal School District ("District") and the Cleveland Teachers Union, AFT Local 279, AFL-CIO ("CTU").

Article 2, Section 9 of the Collective Bargaining Agreement, effective July 1, 2007 through June 30, 2010, and including any additional extensions ("CBA") will be modified as follows:

A The CTU President shall be released from all teaching duties to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President shall be entitled to an extended contract consisting of up to an additional 55 days, for a total of 250 days, at this/her daily rate, for the same reasons.

B The CTU President shall retain full status as a teacher and shall continue to receive his/her salary from the District. The CTU President shall also retain his/her entitlement to employment benefits received by other teachers in the District.

C The CTU will compensate the District for the CTU

President's teacher salary and employee benefits, as provided in Sections (A & B) above, including any costs of the extended contract including STRS contributions. The CTU will also pay any fees, premiums, interest or other costs associated with these employment benefits.

D The CTU President, upon request, shall have the right to return to the department and school he/she left upon assuming the Presidency. The President shall accrue all seniority points as if he/she had never left.

E The President of the CTU may designate one (1) elected CTU official to be released full-time to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President may request that the official shall receive an extended contract consisting of up to an additional 55 days, for a total of 250 days, at his/her daily rate, for the same reasons. In such case, such an extended contract shall be offered by the District. This elected CTU official, upon request, shall have the right to return to the department and school he/she left prior to assuming the CTU designated position. The CTU and District will meet to discuss the appropriate return date. The employee so designated shall accrue all seniority points as if he/she had never left the position. The CTU will compensate the District for the member's salary and employee benefits, as provided in Paragraph (C).

F. By each June 15th, the CTU President will identify eleven (11) individuals to be released half-time for the next school year by the District in order to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President may request that these individuals shall receive an extended contract consisting of up to an additional 55 days, for a total of 250 days, at his/her daily rate, for the same reasons. In such case, such an extended contract shall be offered by the District. The CTU and the District will share equally in the cost of the released time. The CTU will compensate the District for the full cost of the extended contracts, including any STRS contributions attributable to the extended contracts.

G. The CTU President may designate additional individuals so that they may participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participation local, state and national meetings on behalf of the CTU, and who will receive an extended contract, for up to 55 days, for a

total of 250 days, at his/her daily rate. In such case, the CTU will bear the full cost of any release time, including the teacher's salary and employment benefits and will further compensate the District for the full cost of the extended contracts, including any associated STRS contributions.

H In lieu of the extended contracts specified in Sections (A), (E), (F) and (G) above, the CTU President may request that certain CTU representatives be provided with a differential for TPO, to be paid in equal installments, or as otherwise mutually agreed upon between the CTU and District, in an amount not to exceed the terms listed above, and under the same conditions. The CTU will compensate the District for the full cost, including the cost of employment benefits and STRS contributions for this differential.

I. The employee's right to the extended contract is expressly contingent upon continued designation by the CTU President. If for any reason, the CTU President withdraws the designation, either during or at the beginning or end of the school year, the employee's extended contract shall be immediately terminated and the employee shall have no recourse either under the collective bargaining agreement or under any statutory provision. The extended contract shall contain an express acknowledgement of this condition and an express waiver of any contractual or statutory rights. If a designated employee refuses to execute the contract, the District shall have no obligation to offer such employee an extended contract under this agreement.

J. The parties expressly acknowledge and agree that this agreement shall not increase any financial contribution or obligation of the District beyond that presently in effect under Article II, Section 9.

K-8 SCHOOL EXTRACURRICULAR ACTIVITY PROGRAM

1. This Memorandum of Understanding between the Cleveland Municipal School District (District) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO ("CTU") memorializes the District and CTU's shared commitment to continue the current collaborative working relationship and thus enhance the shared responsibility to provide quality education opportunities for all District students.
2. The District recognizes that all provisions in the 2007-2010 Collective Bargaining Agreement between the District and the CTU and future CBAs as ratified, as well as other binding agreements on

the CTU and the District in the form of Memoranda of Understanding (hereinafter collectively "CBA") shall remain in full force and effect.

3. The K-8 School Extracurricular Activity Program is designed to meet the needs of District students in grades 6, 7 and 8. The purpose of the activity program is to provide an opportunity for students in grades 6, 7 and 8 in all K-8 schools to participate in extracurricular activities. Student eligibility and participation will be based on student academic performance. Students must maintain 2.0 grade point average and have no F's in order to be eligible and participate in the extracurricular program. The K-8 School Extracurricular Activity Program will be offered at all District K-8 schools beginning in 2006-07.
4. The District and the CTU agree that The K-8 School Extracurricular Activity Program must operate consistent with the terms of the CBA.
5. The K-8 School Extracurricular Activity Program is a program designed for students in grades 6, 7 and 8 in all K-8 schools. The Program is as follows:

All K-8 schools will have the opportunity to choose a sport (grades 7 and 8) and activity program (grade 6, 7 and 8) from a variety of choices based on the following guidelines and funding availability:

a) Students in grade 7 and 8 only will be able to participate in the interscholastic sports program. Students must maintain a GPA of 2.0 and no F's in order to retain their eligibility. Schools may choose from the following sports: Girls' Volleyball, Coed Soccer, Boys' Basketball, Girls' Basketball, Boys' Track, Girls' Track, Coed Wrestling, and Coed Golf.
b) Students in grades 6, 7 and 8 will be able to participate in an activity program at their school. Schools may choose from the following activities: Cheerleader, Military Drill, Hi-Stepper, Boys' Intramurals, Girls' Intramurals, Coed Intramurals (only if boys' and girls' intramurals have not been selected), Chess, Vocal Music, Instrumental Music and Drama.
c) Title IX guidelines will be followed.
d) School allocations for the 2007/08 Sports and Activity Program will be based on the previous year's ADM-1 enrollment figures for

grades 6, 7 and 8. Schools will not be able to exceed their school allocation for their sports and activity program. By April 13, 2006, and by April 1 in future years, a written mutual agreement between the principal and UCC will be developed to determine the activities that a school will offer for the following school year, based on ADM-1 enrollment for the present year.

e) School allocations for the sports and activity program will be funded from the City of Cleveland funds. Continuation of the program is dependent on the renewal of the City of Cleveland funding.
f) Each school will be given a per student allocation for every student in grades 6, 7 and 8 as based on the previous year's ADM-1 enrollment at those grades based on available funding.
g) Schools will be required to adhere to a three-year commitment for their sports program due to extensive planning and securing of officials and program sites. Schools may change their activity programs by April 1 for the following year based on ADM-1 enrollment and allocation changes.
h) In the Spring of 2008-09, and every three years thereafter, K-8 schools will again have the ability to choose different sports or keep the same sports, pending available funding.
i) All differential positions will be filled according to Article 23, Section 23 of the Collective Bargaining Agreement.

Different compensation for selected sports and activities will follow the approved rates in the Differential Listing for Middle Schools as found in the Collective Bargaining Agreement as amended.

APPENDIX M

EVALUATION

1. A pre-evaluation conference will be held before formal evaluation at least two (2) working days prior to evaluation. Post-evaluation conferences will be held within ten (10) working days after the evaluation and with at least two (2) working days' notice. Composite evaluation conferences shall be scheduled with at least two (2) days's notice and shall not, unless unusual conditions exist, take place on the last day of the school year.
2. The evaluation conference schedule shall be provided to teachers at least two (2) weeks before the end of the school year.

INTERPRETATION

Item # 28, Evaluation (conferencing), was designed to move the evaluation process to a different level of professionalism and purpose from the perspective of both the evaluatee and the evaluator. The primary objective is to assure that both the evaluator and evaluatee have clearer and more congruent expectations of the instructional process and the necessary planning and presentation of effective instruction.

The following requirements and/or guidelines are presented to implement this item:

1. A Pre-evaluation conference will be held which specifies the date and time of formal evaluation at least two (2) working days prior to the evaluation.
2. The Pre-evaluation conference may also include:
   A. Subject/Topic being taught;
   B. Objectives being presented and materials to be used;
   C. Any areas of concern that the observer should look for;
   D. Method of assessing instructional effect;
   E. Teaching/Instructional Techniques.
3. The Post-evaluation conference will be held within ten (10) working days after the evaluation with at least two (2) working days' notice.
4. The evaluator and evaluatee will discuss the following:
   A. Overall lesson
   B. Areas of commendation
   C. Improvable points

D. Recommendations for improvement.

The date of the pre- and post-conference will be noted on the evaluation/observation form and initialed by the evaluator and evaluatee. Mutual agreement should be reached between the evaluator and evaluatee if a written form or record of the pre-conference is necessary which will serve as a post-conference addendum to the individual visit evaluation form.

EVALUATION PROCESS

The Principal or Administrator must complete this evaluation packet each year for every teacher that is under his/her supervision. Please review enclosed contract language on dates and other critical information. Each teacher should receive a copy of his/her evaluation form at each post conference. Upon completion of the composite evaluation form the original document will be sent to Human Resources with a copy maintained at the school and a copy provided to the teacher.

Evaluation: Definitions of Terms

To promote uniformity of use, the following notes may be helpful in understanding criteria for evaluation.

I. Classroom:

A. Knowledge of Subject has specific reference to the preparation of the teacher in the subject he/she is teaching. It has little to do with his/her skill in presenting it. He/she may, in fact, be rated very high in knowledge of subject and still be a weak teacher because he/she is unable to effectively transfer concepts and knowledge to her/his students. Knowledge of current methodology, materials, concepts, and theories is demonstrated.

B. Teaching Techniques (Instruction and Classroom Management):

1. Ability in Planning and Organization usually occurs before the class starts. Planning is evident if the lesson has a goal and is related to content standards. Materials are organized in a clear and logical manner. Resources beyond the text are utilized. Time is used efficiently and effectively. There is a smooth transition between activities.
2. Skill in Questioning and Explaining is a means to the achievement of a lesson's goal. Clearly stated questions that are appropriate to the students' level of understanding, questions that take advantage of teachable moments, questions that are open-ended to stimulate thought and discussion on the part of the student are used. Appropriate response time is allowed. Ability to communicate effectively

through both oral and written expression is demonstrated.

3. Judgment in Use of Materials refers to the use of teaching aids such as charts, pictures, films, overheads, textbooks, chalkboards, smartboards, computers, maps and recordings. The use of these materials is adjusted to the abilities of the pupils. A variety of instructional materials appropriate to the lesson is provided to accommodate group needs and promote learning.
4. Ability to Secure Pupil Participation refers to specific evidence of the ability to involve the student in a variety of purposeful activities and to hold the student's attention. Appropriate student dialogue and the use of complete sentences and thoughts in student responses is encouraged.
5. Classroom Atmosphere incorporates a number of factors contributing to a general environment conducive to learning. The classroom is arranged to best facilitate learning in a safe environment and is neat and orderly. Bulletin boards are appropriate to subject/grade level. Students' work is displayed to motivate, teach and evaluate.
6. Rapport with Pupils refers to a mutually respectful relationship that can exist between teachers and students. Students are greeted at the door. A warm, friendly, yet business-like atmosphere is maintained. Students are encouraged to take ownership in the classroom operation. Sensitivity to cultural/ethnic differences is evident. Positive verbal/non-verbal reinforcements are given. Students are encouraged to take risks through hypothesizing, brainstorming, and reasoning.
7. Classroom Control is evident when students clearly respect the role of the teacher and each other. Efforts are channeled for self-discipline and self respect on the part of the student. Classroom rules are established and enforced. Conscious modeling to modify attitudes and behaviors is provided.

II. Professional Characteristics:

A. Professional Development refers to participation in ongoing high quality professional development opportunities directly related to the teacher's assignment/subject area, his/her certification/licensure, or education in general. The teacher's certification/licensure is current and valid. An Individual Professional Development Plan (IPDP) is on file with the district, if appropriate.

B. Dependability is exhibited through punctuality, attendance at meetings, maintenance of accurate records of student progress, and submission of records and reports in a timely manner.

C. Judgment is demonstrated when there is adherence to established policies, regulations, and procedures. Effective communication with co-workers, administration, and parents/guardians and sensitivity to the individual needs of students are displayed. Rational responses and the ability to discriminate between events that require action on the teacher's part and those that do not are exhibited.

TEACHER EVALUATION PACKET
School Year _____

Teacher Name: _____
School: _____
Grade/Subject Assignment: _____
Certification/Licensure:_____
Special Area(s):_____
Contract Status: (circle one) Limited Continuing
Date of Hire: _____

Directions to complete the evaluation process:

The Principal or Administrator must complete this evaluation packet each year for every teacher that is under his/her supervision. Please review enclosed contract language on dates and other critical information. Each teacher should receive a copy of their evaluation form at each post conference. Upon completion of the composite evaluation form the original document will be sent to Human Resources with a copy maintained at the school and a copy provided to the teacher.

Pre-Conference for Formal Observation Summary

Date notice given to teacher:_____
Conference Date, Unassigned Time and Location:_____
Additional Notes: _____
_____

Post-Conference Notice Summary

Date notice given to teacher:_____
Conference Date, Unassigned Time and Location: _____
Additional Notes: _____
_____
_____

Individual Teacher Visit Evaluation I

Teacher_____ Date of Visit_____

School_____ Class visited_____

Period_____ Room No._____ Length of visit_____

Class size _____ ☐ Peer Assistance and Review (PAR) may be necessary

Date of Pre-Conf. _____ Tchr's Initials _____ Adm. Initials _____

Date of Post-Conf._____ Tchr's Initials_____ Adm. Initials_____

E *- Exceeds Expectations,* ***M*** *- Meets Expectations,*
U *- Unsatisfactory does not meet Expectations*

I. CLASSROOM	**E**	**M**	**U**
A. Knowledge of Subject			
B. Teaching Techniques			
1. Ability in planning and organizing			
2. Skill in questioning			
3. Judgment in use of materials			
4. Ability to secure pupil participation			
5. Classroom atmosphere			
6. Rapport with pupils			
7. Classroom control			
II. Professional Characteristics			
1. Professional Development			
2. Dependability			
3. Judgment			

Commendable Points: (Continued on back ☐)

Improvable Points: (Continued on back ☐)

Steps taken by administrator for teacher improvment: (Continued on back ☐)

Individual Teacher Visit Evaluation II

(If Necessary)

Teacher_____ Date of Visit_____

School_____ Class visited_____

Period_____ Room No._____ Length of visit_____

Class size _____ ☐ Peer Assistance and Review (PAR) may be necessary

Date of Pre-Conf. _____ Tchr's Initials _____ Adm. Initials _____

Date of Post-Conf._____ Tchr's Initials_____ Adm. Initials_____

***E** - Exceeds Expectations, **M** - Meets Expectations,*
***U** - Unsatisfactory does not meet Expectations*

I. CLASSROOM	**E**	**M**	**U**
A. Knowledge of Subject			
B. Teaching Techniques			
1. Ability in planning and organizing			
2. Skill in questioning			
3. Judgment in use of materials			
4. Ability to secure pupil participation			
5. Classroom atmosphere			
6. Rapport with pupils			
7. Classroom control			
II. Professional Characteristics			
1. Professional Development			
2. Dependability			
3. Judgment			

Commendable Points: (Continued on back ☐)

Improvable Points: (Continued on back ☐)

Steps taken by administrator for teacher improvment: (Continued on back ☐)

Individual Teacher Visit Evaluation III

(If Necessary)

Teacher_____ Date of Visit_____

School_____ Class visited_____

Period_____ Room No._____ Length of visit_____

Class size _____ ☐ Peer Assistance and Review (PAR) may be necessary

Date of Pre-Conf. _____ Tchr's Initials _____ Adm. Initials _____

Date of Post-Conf. _____ Tchr's Initials _____ Adm. Initials _____

***E** - Exceeds Expectations, **M** - Meets Expectations,*
***U** - Unsatisfactory does not meet Expectations*

I. CLASSROOM	**E**	**M**	**U**
A. Knowledge of Subject			
B. Teaching Techniques			
1. Ability in planning and organizing			
2. Skill in questioning			
3. Judgment in use of materials			
4. Ability to secure pupil participation			
5. Classroom atmosphere			
6. Rapport with pupils			
7. Classroom control			
II. Professional Characteristics			
1. Professional Development			
2. Dependability			
3. Judgment			

Commendable Points: (Continued on back ☐)

Improvable Points: (Continued on back ☐)

Steps taken by administrator for teacher improvment: (Continued on back ☐)

Principal Composite Evaluation
School Year

Teacher_____ School_____

Date of Conference _____

Teacher's Signature _____

Principal's Signature_____

E *- Exceeds Expectations,* ***M*** *- Meets Expectations,*
U *- Unsatisfactory does not meet Expectations*

I. CLASSROOM	**E**	**M**	**U**
A. Knowledge of Subject			
B. Teaching Techniques			
1. Ability in planning and organizing			
2. Skill in questioning			
3. Judgment in use of materials			
4. Ability to secure pupil participation			
5. Classroom atmosphere			
6. Rapport with pupils			
7. Classroom control			
II. Professional Characteristics			
1. Professional Development			
2. Dependability			
3. Judgment			

III. Recommendation

☐ Peer Assistance and Review (PAR)
☐ Individual Professional Development Plans - mutually agreed upon

Commendable Points: (Continued on back ☐)

Improvable Points: (Continued on back ☐)

Steps taken by administrator for teacher improvment: (Continued on back ☐)

APPENDIX N

GUIDELINES FOR DONATING SICK LEAVE

Employees of the Cleveland Metropolitan School District are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and Unions are cooperating with employees who wish to "donate" days from their accumulated totals to other employees who are in need of sick leave for a serious illness but who have exhausted their own supplies. The District and Unions Joint Health Care Committee will continue to assess this program as it progresses. Donated sick days used by a recipient represent an additional cost to the District. Each day used costs the District 100% of the user's daily rate, funds which would not have been expended if the sick day had remained in the donor's accumulated total. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with the Joint Health Care Committee. The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only for a serious illness.
2. The request to donate sick days will be made only on the official District form attached to these guidelines and must be reviewed by the employee's Supervisor. Any employee may donate to any other employee.
3. For all occurrences of five (5) consecutive work days or more, recipients of donated sick days must file with the Division of Employee Services an application for medical leave, or a letter from their physician describing their condition and prognosis, or a copy of their application for disability leave. This information shall be segregated from the employee's general personnel file and will not be subject to disclosure pursuant to a public records request.
4. Completed requests to donate sick days will be submitted by the Supervisor to the Division of Employee Services, which will check for medical leave or disability applications before forwarding them to the Payroll Division for processing.
5. An employee may receive an annual total of no more than 50 donated sick days.
6. The total of an employee's sick day donations to all recipients may not exceed 5 days per year with the

following additional limitation: Only employees with an accumulated sick leave balance of fifteen (15) or more days may donate more than one day per year, and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days.

7. The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor by the District.
8. Unused donated sick days will not count toward the severance pay of the recipient. The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.
9. Donations to either classified or certificated recipients are permitted, regardless of the classification of donor.
10. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days must be undertaken by a third party, not by the intended recipient.
11. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

APPENDIX O

ELIMINATING ACADEMIC DISPARITY

By the conclusion of the 2007-2010 Collective Bargaining Agreement, the current academic disparity between Cleveland Metropolitan School District students and the State of Ohio, as measured by the average of the Third Grade Ohio Achievement Test in reading and in mathematics, will be eliminated. Achievement of this goal will insure that CMSD students have the foundation to be academically successful throughout their elementary and secondary school experience and the ability to move into any post-secondary career or academic program they chose.

A central component of this academic initiative will be the capping of class size in grades kindergarten through three at twenty students to one teacher. This action will allow for increased instructional focus and the ability to offer necessary differentiated instruction.

Combined with this capped class size will be research based and continuing professional development for these primary grade teachers.

Finally, CMSD and Cleveland Teachers Union will explore other instructional options such as a flexible school day and school year for those students who need these services.

APPENDIX P

Peer Assistance and Review (PAR)

In order to improve teacher effectiveness and academic achievement in the Cleveland Metropolitan School District, the CTU and CMSD agree to implement beginning in the 2007/08 school year the Peer Assistance and Review Program (PAR). The goals of this program are:

To create and maintain a success-oriented atmosphere for teachers and students.

To provide a process for guiding and supporting teacher efforts to acquire and use effective research based educational strategies, skills, and methods.

To provide a method for teachers to request and receive non-threatening assistance and guidance.

To use sound educational research to guide teachers in their selection of instructional strategies.

To professionalize teaching by allowing practitioners to monitor personnel and to assist in the retention of its members.

Two components of the PAR Program:

1. Intervention:
    a. After two unsatisfactory individual visit evaluations the principal may recommend a teacher be placed in the PAR Program at the Composite Evaluation conference for the upcoming school year. (Unsatisfactory evaluation is defined as having three or more unsatisfactory marks in evaluation areas dealing with instruction and classroom management, delineating a pattern of unsatisfactory performance in these areas.)
    b. The Principal's recommendation is given to the PAR Governing Board. The PAR Governing Board will assign one or more Peer Advisor(s) to conduct unannounced evaluations/visits to the teacher's classroom in September.
    c. The Peer Advisor(s) submit his/her findings to the PAR Governing Board. The advisors will give their recommendation to admit a teacher into the PAR Program or their determination that PAR is not needed.
    d. The PAR Governing Board will make a final decision as to the teacher's placement in PAR.
    e. A teacher will remain in PAR for a minimum of one school year, to a maximum of two school years (per peer advisor recommendation).

f. At the end of one school year as a result of nonimprovement, a peer advisor may recommend a teacher for nonreappointment or termination. The nonreappointment or termination recommendation will be made to the PAR Governing Board.

g. After reviewing all evidence, the PAR Governing Board will recommend its findings to the CEO. The CEO will make a recommendation for nonreappointment/ termination to the Board of Education. (See PAR Governing Board for nonreappointment/ termination procedures.)

2. Volunteer:

a. A teacher experiencing difficulties and recognizing that he/she needs assistance in classroom teaching strategies may volunteer to participate in the PAR Program. The volunteer teacher may write a letter to the Principal and the CTU Chapter Chairperson requesting participation in PAR. The building principal/ administrator and CTU Representative will forward the teacher's request to the PAR Governing Board.

b. The PAR Governing Board will assign a peer advisor to the volunteer participant.

c. The volunteer component of the PAR program will be voluntary and non-evaluative. A volunteer in the PAR program can determine that he/she no longer requires assistance at anytime.

The PAR Governing Board

The Governing Board of the CMSD PAR Program consists of nine (9) members. Five members are appointed by the President of the Cleveland Teachers Union and four members are appointed by the CEO.

Appointed members will serve on the board for two years. Initially, two administrators and two CTU members will be selected to serve only one year in order to stagger future two-year appointments. This action will provide for continuity on the Governing Board. Chair of the Governing Board is rotated annually between the CTU and CMSD.

The Governing Board's functions include, but are not limited to, the following: setting policy and procedures regarding the PAR program; interviewing and selecting a Peer Liaison; accepting or rejecting the recommendations of the Peer Advisors regarding progress or lack of progress of

the Advisees; and forwarding to the CEO a recommendation regarding each Advisee's future employment. Peer Advisors will meet with the Governing Board to present written documentation of their efforts to provide support and assistance to their assigned teachers. They will also explain and justify recommendations that are made.

The Governing Board may recommend to the CEO the nonreappointment of a limited contract teacher by a minimum two-thirds vote (6-3) after it has heard the recommendation of the Peer Advisor and rebuttal from the teacher involved in intervention. The Governing Board may recommend termination of a continuing contract teacher; however the due process procedure as outlined in Article 18, Section 6(E) of the Collective Bargaining Agreement (CBA) outlining due process regarding termination and predisciplinary hearing must be followed prior to a recommendation by the CEO to the Board of Education.

The Governing Board will review the performance of peer advisors. An advisor's effectiveness will center on an advisee's assessment of the advisor's help, recommendations from the PAR liaison, and a review by the Governing Board. Ineffective peer advisor performance will result in an advisor not being retained in the program.

The Peer Liaison

The Peer Liaison is a bargaining unit member of CTU, will be selected via the posting-interview process, will serve in the position no longer than three school years and upon leaving the Liaison position will be treated as a Necessary Transfer per Article 18, Section 1 of the Collective Bargaining Agreement. The Peer Liaison coordinates the day-to-day operation of the peer advisor component of the PAR program. Additionally, the Peer Liaison may work with teachers as a part of the voluntary component but may not be assigned intervention cases. The Peer Liaison reports to the CTU President, the CEO and the PAR Governing Board for a three-year period of time. The Liaison's charge is to work with district administrators, building administrators, union officials, and peer advisors to provide management, support and guidance for the overall success of the program. Additionally, the Liaison is responsible for a portion of the overall evaluation of the peer advisor.

The Peer Advisors

The Peer Advisor is a bargaining unit member of CTU and is a Teacher Incentive Fund participant. He/she will be selected via the posting-interview process and will serve in the position no longer than two school years. The Peer Advisors assist and assess struggling teachers with the goal of enabling these teachers to achieve success in the

classroom. Every attempt is made within the constraints of the PAR program to pair an advisee with a Peer Advisor that holds similar certification/licensure.

The following services are provided by Peer Advisors: formal and informal classroom observations, conferences, demonstration lessons, support materials, mutual goal setting, and assessment and evaluation.

APPENDIX Q

WRITTEN MUTUAL AGREEMENTS
Between the Principal and UCC

"Where the UCC and the Principal/Administrator come to written mutual agreement on a topic authorized by the collective bargaining agreement, the Principal/ Administrator and the UCC shall take responsibility for supporting and implementing their respective roles in any agreed upon items. If the UCC and Principal/Administrator determine that a modification in their school's operating procedure is needed that violates either the letter or spirit of this collective bargaining Agreement, this modification can only be implemented following the President of the CTU and CEO of CMSD signing a Memorandum of Understanding (MOU) or Written Mutual Agreement (WMA) that details the UCC's and Principal/Administrator's request." Article 2, Section 4 (A).

Attendance Reporting Policy
Article 20, Section 1(A) and 2(A)
Breakfast and Lunch Program, Development of
Article 11, Section 5
Building/Handicapped Parking
Article 13, Section 7
Classroom Integrity/Visitation
Article 10, Section 17
Collaboration Training
Article 24, Section 22(1)(S)
Copy Machines and Paper
Article 13, Section 2
Detention Period
Article 15, Section 15
Differential Elections
Article 10, Section 1(P) and Article 23, Section 23
Differential Positions
Article 23, Section 23
Elementary Grade Level Chairs
Article 23, Section 23 (B)(22)
Elementary Science
Article 10, Section 1(K)
Exemption from Necessary Transfer (Secondary)
Article 18, Section 1(E)(2)

K – 1 Transition Classes
Article 10, Section 18
Looping
Article 10, Section 21
Locks for Classroom Doors
Article 13, Section 10
Mediation Program
Article 15, Section 21
Mentoring
Article 8, Section 5(A)
Parent Teacher Conferences
Article 9, Section 1
Passing Time (K-8)
Article 10, Section 1(P)
Personal Item Safety
Article 14, Section 3
Personnel Selection Committee
Article 12, Section 1(B)
Public Address System
Article 10, Section 1(U)
Room Temperature
Article 13, Section 6
Snow Removal
Article 13, Section 5
Special Faculty Committees
Article 2, Section 4(C)
Special Substitutes, Teachers Assigned as
Article 10, Section 11
Teacher/Student Contact Time (Middle Grades)
Article 10, Section 1(Q)
Team Time
Article 10, Section 1(P)
Voluntary Professional Development
Article 9, Section 2

APPENDIX R

JOINT RESOLUTION ON COMMITTEES

Whereas the 2007 Interest Based Bargaining Negotiations between the Cleveland Teachers Union and the Cleveland Metropolitan School District resulted in the establishment of joint committees related to issues in the Collective Bargaining Agreement (CBA), the CTU and CMSD are committed to resolving issues collaboratively;

Whereas these committees include but are not limited to: Female Academy, Male Academy, Ginn Academy, STEM, Elementary Academy (Chinese Immersion), Parent Academy, Cleveland On-line Academy, Residency Based Honors Academy, University Based (K-8) and (9-10), Student Uniform, Forms, Substitute Handbook, Summer School, Music, Early Elementary Discipline, Pre-school, Academic Intervention Team, Discipline Guidelines Review, AAP Template, Peer Assistance, Right of Removal, Differential Evaluation, LMC, Evaluation Review, Student Attendance and Incentives;

Whereas CTU and CMSD agree an urgency exists to continue ongoing meetings of established committees for the purpose of developing mutual agreements that resolve issues regarding the development of new schools, programs and initiatives;

Whereas CTU and CMSD recognize the importance of continued discussion of issues related to the Collective Bargaining Agreement;

Therefore, be it resolved that the CTU and CMSD agree that these committees will continue to report monthly and submit a written status report including recommendations, progress and outcomes to the joint negotiating team for the purpose of continued collaboration.

APPENDIX S

ARTICLE 26 – SEVERANCE PAY DEFERRAL PLAN

A. Notwithstanding anything in this Resolution or existing Board policies to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Internal Revenue Code ("IRC") Section 403(b), retiring employees described in Section 3 shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "Tax Sheltered Annuity" [TSA]), hereinafter referred to as the "403(b) Plan". The provisions of this Article are effective for all employees whose effective date of retirement is after the effective date of this Article.

B. Participation in the 403(b) Plan shall be mandatory for a bargaining unit member who retires after the calendar year the employee has attained age 54 and is entitled to "Severance Pay" (as defined below). An employee who is required to participate in the 403(b) Plan is hereinafter referred to as a "Participant".

C. For purposes of the 403(b) Plan, the term "Severance Pay" shall include all of the following types of cash payments that are payable to a Plan Participant upon retirement:

1. Any severance pay that is payable to a retiring bargaining unit member under Article 26; and
2. CMSD and CTU will work with legal counsel and tax consultants for the purpose of exploring if those bargaining unit members who accepted the Employee Separation Plan and will retire in Summer 2007 can access the tax shelter annuity program.

D. If a retiring employee is a Participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

1. The total amount of the participant's Severance Pay, or
2. The maximum contribution amount allowable under the terms of the 403(b) Plan.

To the extent that a Participant's Severance Pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January of the following calendar year; and if the

amount to be paid to the 403(b) Plan in January of the following year exceeds the maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the Participant in cash.

E. The TSA that shall be used for the 403(b) Plan shall be the AIG VALIC Portfolio Director Series 6 group annuity contract. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the member.

F. If a Participant is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider and then paid to a Beneficiary of the employee in accordance with the terms of the TSA provider contract; provided, however, that if the Participant does not have a TSA in effect at the date of death, the Severance Pay shall be paid in cash to the estate of the deceased bargaining unit member.

G. If a bargaining unit member is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit member in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is not later than 2-1/2 months after the last day of the bargaining unit member's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, a bargaining unit member may elect to have all or a portion of the bargaining unit member's Severance Pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a "Section 457 Plan") that is otherwise maintained by the Board for its employees.

The CFO shall have authority to establish rules relating to the elective deferral of Severance Pay as the CFO shall deem to be necessary or desirable to assure compliance with the applicable federal income tax law.

If a bargaining unit member is entitled to a cash payment of Severance Pay, has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to the TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If a bargaining unit member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions

on behalf of the deceased bargaining unit member; provided, however, that if the bargaining unit member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased bargaining unit member's estate. If a bargaining unit member is entitled to a cash payment of severance pay, to the extent that the bargaining unit member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the bargaining unit member.

H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the Board, nor the CFO, nor the Cleveland Teachers Union guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit member.

I. The CFO of the School District may execute any and all legal documents that may be required to establish and maintain the 403(b) Plan, including, without limitation, hold harmless agreements with TSA providers, and to make any required filings with the Internal Revenue Service or other governmental agencies. In addition, the terms of this 403(b) Plan that provide for the deferral of Severance Pay may be subsequently incorporated into the terms of a plan document that is adopted to comply with the requirements of IRC Section 403(b). Further, the CFO may adopt rules and regulations relating to plan administration as the CFO deems to be necessary or desirable for plan administration and compliance with applicable law.

APPENDIX T

Medical Benefit Summary

Benefits	KAISER HMO **Network Only** (No coverage if outside Kaiser, except in emergency)	AETNA Network / Non-Network	MMO-SUPERMED SELECT POS Authorized/ Non-Authorized	MMO-SUPERMED PLUS PPO Network / Non-Network
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC)	$20 Co-pay (ER) $0 Co-pay (UC)	$75 Co-pay (ER) $35 Co-pay (UC) / 70%	$75 Co-pay (ER)* $35 Co-pay (UC) / 70%	$75 Co-pay (ER)* $35 Co-pay (UC) / 80%
Physician Services (Office Visit	$10 Co-pay	$15 Co-pay / 70%	$15 Co-pay / 70%	$15 Co-pay / 80%
Physician Services (Surgery, 2nd Surgery Opinion)	100%	100% / 70%	100% / 70%	100% / 80%
Physician Services (X-Ray & Lab)	100%	100% / 70%	100%	100% / 70%
Prescription Drug – Generic – Formulary – Non-Formulary	$5 Co-pay $5 Co-pay $5 Co-pay	$5 Co-pay $10 Co-pay $10 Co-pay	$5 Co-pay $10 Co-pay $15 Co-pay	$5 Co-pay $10 Co-pay $15 Co-pay
Contraceptives	Covered / $5 Co-pay	Covered	Covered	Covered
Mail Order/Days Supply per prescription	62 Days	90 Days	90 Days	90 Days
Generic Formulary Non-Formulary	$5 Co-pay $5 Co-pay $5 Co-pay	$10 Co-pay $20 Co-pay $20 Co-pay	$10 Co-pay $20 Co-pay $30 Co-pay	$10 Co-pay $20 Co-pay $30 Co-pay
Physical/Occupational Therapy	$10 Co-pay	$15 Co-pay / 70%	$15 Co-pay / 70%	$15 Co-pay / 80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits	60 visits
Speech Therapy	$10 Co-pay Up to 2 months or 30 visits, whichever is greater	$15 Co-pay / 70% 20 visits per calendar year	$15 Co-pay / 70% 20 visits per calendar year	$15 Co-pay / 80% 20 visits per calendar year
Mental Health (MH) and Substance Abuse (SA)				
Mental Health - In Patient	100%	100% / 70%	100% / 70%	100% / 50%
Substance Abuse - In Patient	100% One (1) admissions per year	100% / 70%	100% / 50% Three (3) admissions per year	100% / 50% Three (3) admissions per lifetime
MH & SA -In Patient (Combined)	45 day per calendar year	30 day per calendar year	30 day per benefit period	30 days per benefit period
Mental Health - Outpatient	20 visits per year at $10 Co-pay	$15 Co-pay / 70% after deductible	$15 Co-pay / 70% after deductible	$15 Co-pay / 80% after deductible
Substance Abuse - Outpatient	100%	$15 Co-pay / 70% after deductible	$15 Co-pay / 50% after deductible	$15 Co-pay / 50% after deductible
MH & SA Out Patient (Combined)	Unlimited	50 visits per calendar year	50 visits per benefit period	50 visits per benefit period
Major Medical				
Single (deductible)	$0	$0 / $250	$0 / $250	$0 / $250
Family (deductible)	$0	$0 / $500	$0 / $500	$0 / $500
Single (Max Out-of-pocket for Co-Insurance)	$0	$0 / $2,250 (excludes deductible	$0 / $2,250 (excludes deductible	$0 / $2,000 (excludes deductible
Family (Max Out-of-pocket for Co-Insurance	$0	$0 / $4,500 (excludes deductible	$0 / $4,500 (excludes deductible	$0 / $4,000 (excludes deductible
Lifetime Maximum	Unlimited	Unlimited / $2,500,000	$2,500,000	$2,500,000
Dependent Age Limit	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)
Special Feature - Durable Meds. Equip.	100%	100% / 70%	100% / 70%	100% / 80%
Special Feature - Hospice	100%	100%	100%	100%
Special Feature - Skilled Nursing	100%	100% / 70%	100% / 70%	100% / 80%
Special Feature - Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50% Separate 1 Million Lifetime	100% / 50% Separate 1 Million Lifetime
Infertility Services	70% – See Certificate for exclusions	Not Covered	Limited Coverage – See Certificate for exclusions	Not Covered

The above chart is a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. *See Certificate of Coverage for details.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Vision Insurance Benefits Summary

Spectera (United Optical Vision Plan) (Local 279)	
Description	**Employee Benefit/Co-pay**
Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19.	Exam $0 Co-pay
Lenses / Frames One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.	Single Vision $45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
Contact Lenses One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses.)	Contact lenses $45.00 Co-pay
When you are ready to use your benefit, simply call the Spectera/United Optical or Union Eye Care facility most convenient to you and make an appointment. Spectera/United Optical will request the employee's social security number and patient's date of birth to verify eligibility.	

This chart is a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply.

If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

Dental Benefit Summary
MetLife Insurance

Description	Basic		Enhanced	
Deductible	$ 25 Individual / $ 50 Family		$ 25 Individual / $ 50 Family	
Calendar Year Maximum	$1,500 per person		$ 1,000 per person	
	In- Network	Out-of-Network	In-Network	Out-of-Network
Preventative Oral Examinations – 2 per year Prophylaxis (cleanings) – 2 per year Topical Fluoride Applications – to age 19 annually Bitewing X–rays– 2 per year Full Mouth X–rays–once every 36 months Space Maintainers for children under 19	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Basic Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Major Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build–ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontics – Child Only Dependents covered until age 19	20 % of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontia Lifetime Maximum	$1,500 per person	$ 1,500 per person	$1,000 per person	$1,000 per person

* PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full. ** Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.
This chart is a broad summary of the dental benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

YOU DO NOT NEED TO PRESENT AN ID CARD TO PROVE COVERAGE OR CONFIRM YOU ARE ELIGIBLE. YOUR DENTIST CAN EASILY VERIFY ELIGIBILITY AND PLAN INFORMATION VIA PHONE OR ONLINE WITH METLIFE DENTAL.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Payroll Deductions

Eff. 01/01/07

UNION/GROUP	CALENDAR YEAR 2007	
Full Time Employees (assigned a minimum of 19 hours per week)*	**Single**	**Family**
Aetna	$15.00	$30.00
Kaiser HMO (PCP required)	$0.00	$10.00
MMO-SuperMed Select POS (PCP required)	$15.00	$30.00
MMO-SuperMed Plus PPO	$15.00	$30.00
Basic Dental	$0.00	$0.00
Enhanced Dental	$11.94	$38.80
Vision – Union Eye Care LOCALS 244, 407 & Building Trades	$0.00	
Vision – Spectera LOCALS 47, 279, 701, 777, non-union, CCAS & Administrators	$0.00	

*Qualifying eligibility hours are based on District approved assignments and hours. Review your collective bargaining agreement for specific coverage and eligibility rules.

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File HB: COLLECTIVE BARGAINING AGREEMENT

between

Bowling Green Board of Education

and

Bowling Green Education Association, Inc.

Effective

September 1, 2008 – August 31, 2011

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COLLECTIVE BARGAINING AGREEMENT

between

Bowling Green Board of Education
and
Bowling Green Education Association, Inc.

Effective from September 1, 2008 to August 31, 20011

SECTION 1 - PROFESSIONAL NEGOTIATIONS AGREEMENT

Section 1.1 – Recognition

The Bowling Green Board of Education, hereinafter "Employer" or "Board," recognizes the Bowling Green Education Association OEA/NEA Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all certificated/licensed professional, non-supervisory, personnel on the teachers' salary schedule--both area teachers, program specialists, guidance counselors, library/media specialists, school nurses, vocational coordinators, department heads, athletic directors who are also classroom teachers, tutors, and psychologists. Board employed substitutes are not considered under the representation of the Bowling Green Education Association.

The Association recognizes that the Superintendent, Assistant Superintendent, Principals, Administrators, casual day-to-day substitutes and other personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Listing positions in this Agreement does not constitute a guarantee that such positions will be continued; nor does failure to list a position constitute agreement that a newly created position will not be placed in the bargaining unit. If new positions are created, the parties will discuss whether they are to be included or excluded. If there is no agreement, a unit clarification petition may be filed with S.E.R.B., whose decision shall be final and binding on both parties.

Section 1.2 – Election

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 or the Ohio Revised Code.

Section 1.3 - Agency Shop (Fair Share Fee)

Each employee, not enrolling as a member, covered by this agreement shall be required as a condition of employment to pay the Association a Fair Share Fee equal to the dues of the United Education Profession. The United Education Profession includes the NEA, OEA, NWOEA, and BGEA. However, all those employees covered by this agreement and who are not dues paying members of the Association, shall be assessed the Fair Share Fee. The Association shall notify all non-members of their obligation to pay service fees and such notifications will include the procedures for payroll deductions and direct cash payments. The Association must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities or causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.

The Board will provide a payroll deduction for professional dues upon receipt of a list submitted by the Association each school year. Deductions shall be made in twenty-two (22) equal installments effective October 1st. Staff members choosing to be fee payers shall have the deduction of the fees to begin in equal installments with the first pay period that follows January 15 each year for the balance of the contract year. The Association and its membership shall hold the Board harmless for any unauthorized deductions.

The Board agrees to furnish the Association with a name list and amount of fees/dues deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.

Upon timely demand, non-members may appeal to the Association the payment of the Fair Share Fee pursuant to the internal rebate procedures adopted by the Association, or such non-members may submit such appeals as provided by law.

The Association agrees to notify all non-members of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Education Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods for the balance of the contract year that follow the January 15 date noted above.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent certificated staff members in the bargaining unit represented by the Association.

The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of the Agency Shop provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or designated employees involved.

Section 1.4 - Collection of Dues

The Board will arrange for payroll deductions of the Association dues in equal installments every pay period beginning October 1 and finishing with the final contract period.

In the event an Association member's contractual relationship with the Board terminates during the school year, the Board is not further obligated to serve as a collection agency for the Association for that member.

The Board of Education will allow for continuing membership in the Association. Therefore, once a member authorizes continuing deduction by the Treasurer, said deductions will continue until (a) employment has been terminated, or (b) only if the employee requests in writing prior to October 1st of the new academic year that the deduction be terminated.

The Board authorizes the Treasurer to collect EPAC donations if an employee so desires.

The Association and the United Teaching Profession shall indemnify and hold the Board harmless from any or all claims, demands, or suits or any other action arising from the collection of dues contained herein.

SECTION 2 - NEGOTIATION PROCEDURE

Section 2.1 - Scope of Bargaining

Negotiable matters shall be matters with respect to wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of any existing provision of a collective bargaining agreement.

Section 2.2 - Negotiations Process

A. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than January 15 nor later than February 28 prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement shall be sent to the State Employment Relations Board and shall constitute the notice required by 4117.14 (B)(1)(a).

Within fifteen (15) school days after receipt of such notice, an initial meeting will be held for the purpose of beginning negotiations and establishing a date for the next session.

B. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith**.** Representatives shall be limited to five for each party. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Information

The Board and Superintendent agree to furnish the Association's negotiations committee, upon request and in reasonable time both prior to and during negotiations, all publicly available information concerning financial resources of the district and such other relevant information which the Board regularly compiles as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

During negotiations the Association will provide such information of which they have ownership, in total or is of the public domain, to the Board as necessary and available to assist in evaluation of the feasibility of the Association's proposals.

D. Negotiations Meetings

Initial proposals in writing shall be exchanged at the first meeting. There shall be sufficient copies for each team member provided. Each team shall have the opportunity to review proposals submitted and ask clarification questions as necessary. Thereafter, no additional proposals shall be added to the areas subject to negotiations unless by mutual agreement.

E. Ground Rules

Ground rules, dates of future negotiations, quorum, facilities and negotiation resource issues shall be established. The Board and the Association agree to enter into two consecutive days of concentrated bargaining which will be mutually agreed upon by both parties. The following rules will apply to the two concentrated days of bargaining:

1. Bargaining starting and ending times will be as mutually agreed.
2. Each party must come to the bargaining table with complete authority to bargain and reach tentative agreement.
3. Each party understands that the concept of the concentrated bargaining is to make a good faith effort to complete bargaining during the agreed upon two-day concentrated sessions.
4. If a tentative agreement is not reached on all issues at the end of the two-day concentrated sessions, the parties could mutually agree to schedule additional sessions or either party may declare on impasse and proceed to follow Section 2.4 – Disagreement of the Master Agreement.

F. Recesses

The chairman of either group may recess his/her group for independent caucus at any time. Caucuses shall be of reasonable length.

G. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

Section 2.3 - Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties. The resulting Agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

Section 2.4 - Disagreement

A. If at any time after thirty (30) calendar days from the first meeting of the parties following the written notice served pursuant to Section 4117.14 (B)(1)(a), the parties are unable to reach an agreement, either party may declare an impasse. Upon the declaration of impasse, a fact finding panel shall be appointed by the parties consisting of a representative of the Board, a representative of the Association and a third member selected by them. If they are unable to select the third member within five (5) school days, the third member shall be selected from a list of nine (9) qualified Ohio residents provided by the American Arbitration Association, and selected from such list pursuant to the rules of the American Arbitration Association. The fact finding panel, acting by a majority of its members, shall under such rules as it may establish,

issue findings of fact and recommendations on unresolved issues to the Board and the Association. Such recommendations may be accepted or rejected according to the procedures in Ohio Revised Code Section 4117.14 (c) (6). Thereafter, the Association shall have the right established by Ohio Revised Code Section 4117.14(D) (2).

B. The parties may participate in mediation under the direction of the Federal Mediation and Conciliation Services until the fact finding panel's scheduled meeting date or an agreement has been reached.

C. The Association may exercise its right to strike upon expiration of the contract and completion of impasse procedures by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) calendar days prior to such action. Such notice must specify the day and times on which the strike is to begin, and must otherwise comply with Section 4117 of the ORC.

D. The costs of the third member of the fact finding panel shall be borne equally by the Association and the Board.

Section 2.5 - General

A. As soon as possible, but not later than forty-five (45) calendar days after ratification, the Agreement shall be printed with a Table of Contents including all appendices by the Association and distributed to all certificated personnel. New bargaining unit members hired during the term of the Contract shall be provided a copy at the time of employment. The Board shall be provided twenty-five (25) additional copies for their use.

B. The cost of preparation and reproduction of the final contract document will be the responsibility of the Association.

C. Members of the Negotiations Team shall be allowed to appear before any formal mediation or impasse panel hearing and allowed those days necessary without forfeiture of personal business days or salary.

SECTION 3 - LEAVES

Section 3.1 - Leave of Absence

A leave of absence without pay for up to one year may be granted by the Board at its discretion to members of the teaching staff. Applicants desiring such leave shall present in writing their applications showing clearly the reason for and the purpose of the leave to the Superintendent of Schools. The Superintendent is to report these requests together with his/her recommendations to the Board at its next regular meeting. A teacher who is on continuing contract and is granted a leave of absence shall not forfeit his or her continuing contract status:

A. Under this subsection, a teacher may request a leave of absence for any of the following reasons:
   1. Personal illness or disability
   2. Maternity, paternity, and/or adoption of a minor child
   3. Receipt of honorary fellowship or grant for advanced study

4. Self-financed graduate study
5. Illness or disability of a member of the immediate family
6. Professional growth in the nature of a sabbatical experience.

B. An application for leave of absence shall include the beginning and ending dates of the leave, the reason for the leave, statement of intent to return and the signature of the applicant. Except in cases of urgent necessity, applications must be received by the Superintendent thirty (30) days prior to the beginning date of the leave. On the date the employee begins the leave of absence, or sixty (60) days prior to the end of the leave, whichever occurs later, the employee on leave shall be notified of the termination date of such leave. For the purpose of this section, notification by certified mail to the employee's last known address shall be satisfactory service. Failure of the employee to notify the Superintendent not less than thirty (30) days prior to such termination date of his/her intent to return to active service shall be deemed a constructive resignation and all rights and privileges or employment shall be thereby extinguished. Where the employee's leave expires at the beginning of the academic year, the employee must notify the Superintendent not later than July 10 following the sixty (60) day notice from the Board. The ending dates of leaves of absence shall coincide with the end of a grading period, unless otherwise authorized by the Superintendent.

C. Involuntary Leave of Absence

Except in instances involving medical or mental health issues, involuntary leave of absence without pay shall be governed by ORC 3319.13. Individuals subject to involuntary leave of absences for what the Board deems as mental health/medical reasons shall be permitted to utilize accrued sick leave. All healthcare benefits shall remain in force at the Board's expense for the period in which there is sick leave accrued. In the event the Board deems the use of involuntary leave of absence for medical/mental health is necessary and the bargaining unit member contests the need, the bargaining unit member need not supply physician documentation to support the need for said leave to utilize sick leave and healthcare benefits.

D. When returning from a leave of absence, assignment will be made by the Superintendent of Schools. Before making the assignment, the Superintendent shall give consideration to the returning employee's placement request.

Section 3.2 - Pregnancy/Adoption Related Disability Leave

A. Accumulated sick leave may be used by any female teacher for reasons of pregnancy. Upon application, sick leave shall be granted for a total of 42 consecutive days for prenatal care and postnatal recuperation. Upon the written statements of the attending physician to the Superintendent that such teacher is unable to perform her assigned duties, the period of sick leave for pregnancy related disability purposes shall be modified as determined by the teacher and the attending physician.

B. Sick leave as authorized under this section shall not exceed that number of accumulated and unused leave days to the credit of the teacher and earned during the period of such leave.

C. Any teacher whose accumulated sick leave days are insufficient to cover the period of leave as set forth in Subsection “A” above, shall be granted an interim pregnancy related disability leave without pay for the period of six weeks from date of delivery as determined by the attending physician. Upon the written statements of the attending physician to the Superintendent that

such teacher is unable to perform her assigned duties, the period of interim pregnancy related disability leave without pay shall be modified as determined by the teacher and the attending physician.

D. Accumulated sick leave to a total of fifteen (15) days shall be permitted for paternal responsibilities related to pre and postnatal care. Additional paternal prenatal/postnatal leave shall be allotted as necessary in accordance with the Family Medical Leave Act and Section 3.8 of this Agreement.

E. Accumulated sick leave may be used by any bargaining unit member for reasons of adoption. Upon application, sick leave shall be granted for a total of 42 consecutive days.

Section 3.3 - Military Leave

Military leave shall be governed by Section 3319.14 and 5923.05 Ohio Revised Code, and applicable federal statutes.

Section 3.4 - Jury Duty

Permission to be absent from school for jury duty shall be granted by the Superintendent or his/her designee upon written notice of the employee receiving a summons and/or being selected for jury duty. Notification should include the dates, time and court where duty is to be served.

The full pay of the employee shall be allowed for such service provided the check received by the employee for jury service is endorsed payable to the Bowling Green City Board of Education. Mileage and/or other expenses reimbursed to the employee by the Clerk of Courts shall be returned to the employee. The employee is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation. Payment of employees' wages will be made only when an employee presents certification from the court that the employee served or was required to be present at the courthouse or other location designated by the Clerk of Courts for possible selection.

Section 3.5 - Personal Business Leave

A. Each full-time teacher will be allowed three (3) days of absence during each school year without loss of salary to transact personal business which cannot be conducted outside the normal work day. Such days of absence shall not be deducted from the teacher's sick leave days.

   If the schools are closed by the Superintendent or his/her designee because of a calamity day, an employee who has been granted an approved personal leave day for that date will not have that day charged as a personal leave day.

B. Personal business leave shall not be granted for such purposes as:

   1. Shopping
   2. Gainful employment
   3. Seeking employment
   4. Recreational purposes
   5. Extensions of holidays and/or vacations, i.e., the day before or after a holiday or vacation unless waived by the Superintendent for good cause communicated in writing.
   6. Accompanying spouse on business trip.

7. Extensions of approved leaves unless waived by the Superintendent for good cause communicated in writing.
8. During the time an employee is on an extended leave of absence approved in advance.

C. The number of certificated/licensed staff who may take a personal day in April and May is capped at 50 substitute teachers per month. The days will be approved on a first submitted-first approved basis. Sick leave days, Professional leave days, and Association leave days shall not count in the calculation of this restriction. Members, whose requested personal days exceed the monthly maximum, must be notified per paragraph D of Section 3.5 of the Master Agreement or the leave day will be granted automatically. If the personal leave maximum is obtained for a month, a personal business leave day may still be granted in emergency situations with the Superintendent's approval.

D. Request for personal business leave, with the exception of emergencies, shall be submitted at least seven (7) working days prior to the date of absence. Emergencies will need to be submitted through the Superintendent. Signed requests shall be returned to the employee within seven (7) working days or approval is automatically granted.

E. Part-time employees shall be granted proportionate amounts of personal business leave.

F. Employees are strongly advised not to use Absence Without Pay days except in true emergency situations and can do so only with the approval of the Superintendent or his/her designee.

Section 3.6 - Sick Leave

A. Each full-time employee shall be entitled to sick leave credit of one and one-fourth (1 1/4) work days with pay, per month, for a total of fifteen (15) days per year, of which five may be for serious illness or death in the immediate family. Upon application of the employee and for good cause shown, the Superintendent shall authorize the use of such additional sick days as may be required for illness or death in the immediate family not to exceed that number of accumulated and unused sick leave to the credit of the employee. Sick days must be used on days the employee is absent while attending the funeral of an immediate family member.

B. The total unused portion of the annual sick leave allowance shall be permitted to accumulate without limit.

C. Sick leave accumulated prior to a leave of absence shall be credited upon return.

1. The same monthly accrual of one and one-fourth (1 1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the payroll.

2. If, while the employee is in an approved sick leave period, a calamity day is declared in the district, the employee's sick leave account shall not be charged for the calamity day.

D. Any teacher who at the beginning of the first duty day for teachers has no accumulation of sick leave shall be entitled to an advancement of five (5) days of sick leave. This advance is to be charged against the sick leave the employee subsequently accumulates.

E. The use of sick leave for more than five (5) consecutive days (required teacher work days) shall require the filing of physician's statement of recommended additional sick leave with the Treasurer of the Board of Education. (The physician's statement should be attached to the absence and substitute report.)

F. Teachers returning to duty from sick leave after thirty (30) working days during the same duty year in which the sick leave was initially granted shall be returned to the same assignment unless such assignments would significantly disrupt the academic achievement of the students within the class or classes. Said teacher will have the option to return to their original position at the beginning of the next semester subject to the provisions of this Master Agreement under Voluntary Transfer and Assignment.

G. Teachers returning to duty from sick leave after thirty (30) consecutive working days absence shall submit a signed statement from their physician that they are able to resume their duties.

H. Immediate family shall be designated as husband, wife, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law.

I. In the event of the serious illness or death of a person living in the same household as the employee or a person outside the immediate family who has the same relationship as though a member of the immediate family, each full-time employee may use up to five (5) sick leave per year.

J. Two (2) days may be granted for funerals in case of death of other family members or close friends. These days will be chargeable to sick leave.

Section 3.7 - Assault Leave

Any member of the bargaining unit employed by the Board assaulted by a student currently enrolled in the district or assaulted by any person except an employee of the Board while in the course of such teacher's employment, and such teacher is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided. For the first seven (7) days that the eligible employee, as hereinafter defined, is forced to miss because of his/her work related injury which Worker's Compensation does not cover, the Board will continue the employee's salary without charge to his/her sick leave chargeable as assault leave. To be eligible for assault leave, the certificated employee shall apply for and be granted Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs.

Except as otherwise approved by the Superintendent, any teacher receiving assault leave shall file a complaint with the appropriate law enforcement agency against the assailant.

The Board shall pay, not to exceed $250.00, for damages sustained to the personal property of a member of the bargaining unit directly arising out of an assault as defined herein provided such employee has applied for and been refused reimbursement under any existing insurance coverage and has been unsuccessful in the recovery of such damages in any legal proceeding in which he/she has a claim.

Section 3.8 - Family and Medical Leave Act

Nothing contained in this Agreement shall prevent the Board from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. The Board will use the concept of "rolling twelve" (i.e. twelve months from the date of last usage) to establish the twelve (12) month period in which leaves may be taken under the Family and Medical Leave Act of 1993, and the use of paid leave as part of a family and medical leave. The parties recognize that the special rules regarding employees of schools under the Family and Medical Leave Act shall be applicable. At the employee's discretion, paid or unpaid leave may be utilized in accordance with FMLA leave. Any dispute concerning FMLA leave shall be resolved solely through use of Section 7, Grievance Procedures (including final and binding arbitration).

Section 3.9 – Association Leave Pool

An Association Leave pool will be established with ten (10) association leave days available each academic year. These leave days will be granted for Association members to attend the Spring Assembly and/or attend arbitration hearings, President's meetings or Treasurer's workshops. The days will be calculated as the sick and personal days are currently, with respect to an employee being charged with (1/2) one-half or (1) full day absence. The use of association leave shall not be construed as an absence nor reduce any other leave or benefit afforded to all certificated/licensed staff members. Further, any expenses associated with attending the Spring Assembly, President's meeting or Treasurer's workshop shall not be the responsibility of the District.

SECTION 4 - TEACHING CONDITIONS

Section 4.1 - Assignment of Teachers (Including Transfers and Promotions)

The purpose of a negotiated policy in this area should be:

A. To provide a qualified and competent teacher for children and youth in each subject and class.

B. To provide an orderly and efficient method for transfers and promotions of personnel.

C. To respect the rights and responsibilities of Board, Superintendent, Principals, and teachers in these matters.

Section 4.2 - Contracts

A. The Superintendent should recommend for initial employment teachers with at least a two-year provisional license who meet federal standards for Highly-Qualified Teacher status under the No Child Left Behind Act for the position to which the teacher is appointed.

B. The contract status of the teachers in the Bowling Green City Schools shall be:

1. All personnel under provisional certification/license will receive one-year limited contracts, until eligible for continuing contract.

2. All personnel under professional certification/license or permanent certification will receive one-year limited contracts until eligible for continuing contract.

3. Consideration for a continuing contract is based upon three years of service in the district and proper certification/licensure notwithstanding any contrary practice. Newly hired teachers with a continuing contract from another district will be considered for a continuing contract based on three (3) years of service in Bowling Green City Schools. A continuing contract is contingent upon principal or supervisor/administrator recommendation.

4. It is the sole responsibility of the teacher to notify the District Human Resource Administrator, in writing, that he/she has fulfilled all necessary requirements for a continuing contract and wishes to be considered for same.

5. New teachers will be given credit for salary schedule purposes, for each year of teaching service in other public school district, and in chartered, nonpublic schools located in Ohio, and up to five (5) years military service not to exceed a combined maximum total of ten (10) years. Similar credit shall be given for clinical service or university teaching of the type which meets the criteria of STRS or equivalent retirement criteria. If a new teacher is given teaching or military service credit for salary schedule purposes, of which he/she disagrees, then the teacher may appeal and seek reevaluation of the credit given. Such appeal must be made within thirty (30) days of the hiring of the new teacher, and must be in writing and contain documentation concerning prior work experience. Final decision of appeal shall be made by the Superintendent.

6. New teachers shall be notified in writing at contract issuance if they are leave replacements.

7. Part-time certificated personnel working less than 120 days per school year who have no break in service will be granted one year of credit for salary schedule purposes upon completing 120 days over a period of more than one school year.

C. When a teacher signs a contract, the contract shall list basic teaching assignment. A supplemental (one-year limited) contract shall be issued for additional services compensated by the Board.

D. Bargaining unit members will be provided with a salary notice before August 1st. Grade level assignment at the elementary level and specific subject areas at the secondary level will remain the same as the previous year unless the teacher is notified before August 1st. The only exceptions for a change of position after July 31st are: 1) unexpected significant changes in enrollment at a school; 2) sudden unplanned personnel changes (death, emergency or sick leave or unexpected resignation or retirement).

Section 4.3 - Notification of Vacancy

A. Whenever a vacancy in a bargaining unit position shall exist in the school district, the Superintendent shall publicize the same by giving a written notice of such a vacancy to the

President or a designated substitute for the President of the Association. This notice shall set forth a description of and qualifications for the vacancy, including duties, salary and procedure for application. Notification during the summer shall be made by regular mail or e-mail to the President or a designated substitute for the President of the Association. No vacancy shall be filled until qualified personnel have had five (5) calendar days from the date of the posting to make application for such vacancy, except that vacancies occurring between July 11 and the first day of the school year shall not be subject to this five-day positing period.

B. Beginning with the second pay period in June and concluding with the last pay period in August, notification of certificated vacancies shall be e-mailed to each building staff list serve.

C. Any teacher may apply for such vacancy at the Central Administration Office or via the District's website. In filling such vacancy, the Superintendent agrees to give consideration to the professional background and attainments of all applicants and the length of service to the Bowling Green City Schools.

Section 4.4 - Transfers

A. Definition section:

1. A transfer shall be defined as a change in assignment by an employee from one basic teaching assignment to another.
2. A voluntary transfer shall be defined as an employee initiated reassignment.
3. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.
4. Assignment shall be defined for elementary teachers: the building, grade level, and specialization area to which a teacher has been assigned.

B. Voluntary Transfers and Assignments:

1. No later than April 1, the Superintendent should furnish a list of known vacancies for the next school year to building principals and the Association president or secretary.

2. Teachers who desire a transfer should file a written request not later than April 15 each year and such request will be valid through the first semester of the next school year.

3. A standardized procedure for interviewing and notifying applicants for transfer shall be established by the Superintendent.

4. Applicants for transfer within the system shall be granted an interview only with the principal(s) of the building(s) to which the applicant has requested to be transferred and other District employees deemed appropriate by the building principal. Such interview shall be held between April 15 and the last day of the school year. Such consideration shall be given to applicants before new teachers are hired.

5. Request may be made for position, grade level(s), and/or building.

6. The Superintendent retains the right to assign staff based on the needs of the district. The Superintendent will consider the certification, qualifications, and seniority of applicants in approving transfer requests, as well as the overall needs of the district. With all other qualifications being equal, the most senior applicant shall receive the requested assignment

unless provided a written statement of explanation for the denial of the request from the Superintendent.

7. A teacher who makes a voluntary transfer may not again seek a voluntary transfer for a period of three (3) years, unless extenuating circumstances approved by the Superintendent are present.

C. Involuntary Transfers - Reassignment

1. Any member of the bargaining unit who is being involuntarily reassigned shall be notified of such reassignment on or before the last duty day for teachers of the preceding school year. Within fifteen (15) days of such notice, any teacher involuntarily reassigned shall be granted a conference with the Superintendent and building administrator who shall state the reasons for such reassignment in writing. At such conference, the teacher may be represented by one association representative of his/her choice. The conference shall take place within fifteen (15) days of the written request for such conference.

2. The written statement of reasons for such transfer as set forth in paragraph 1 above shall be signed by the teacher to acknowledge receipt of said reasons but shall not be interpreted as agreement with reasons. Refusal of any teacher to acknowledge receipt of such reasons shall be noted in writing and shall not preclude the consummation of such reassignment.

3. The Superintendent shall have the authority granted by law to involuntarily reassign any teacher if the reassignment of such teacher is in the best interest of Bowling Green City School District, provided that written notice is given with reasons and the opportunity for a conference as set forth in paragraph 1 above. This procedure will also be used if the transfer occurs during the school year to replace personnel who, regardless of reason, become unavailable to complete that assignment. Any teacher involuntarily reassigned after July 10 shall, upon written application to the Board, be released from the terms and conditions of such teacher's employment contract without penalty to the teacher's credentials.

4. No teacher shall be reassigned to any position for which he/she is not certified or cannot become certified without additional training.

5. The employee's overall system-wide seniority as provided by this Master Agreement shall remain with him/her regardless of the assignment.

6. When a school is closed permanently or an involuntary transfer has resulted because of change in enrollment or territorial changes affecting the district, teachers in that school who are not placed in a vacancy which they have requested, shall be placed after the Superintendent has considered the employee's seniority as well as other factors which would affect the appropriateness of the placement in assigning teachers affected. The affected teacher will be able to select their desired position from unassigned positions by seniority, provided the teacher has the necessary licensure/certification for the position.

7. An involuntary transfer can only be imposed once every three years.

8. Bargaining unit members who are involuntarily transferred under the provisions of this Section will be provided an appropriation equal to Two Thousand Five Hundred Dollars

($2,500.00) during the first year of the reassignment to purchase supplemental and support materials for their new position, which purchases must be approved by the Assistant Superintendent of Curriculum and Instruction. This appropriation will apply to only the portion of the schedule that represents a new assignment in building or grade level or both.

9. The provisions set forth above do not apply when an entire building is moved to another building.

D. Moving to a New Building

1. Employees covered by this Agreement shall be paid $30.00 per hour for a maximum of five (5) hours beyond the normal contracted time for packing supplies and materials that need to be moved. Timesheets must be approved by the building administrator from the site which items are moved.
2. The Board will provide boxes and materials needed for the packing of the items to be moved.
3. The Board will be responsible for the actual moving of items to the assigned location in the new building.
4. Items that are personal belongings of the teacher being used in his or her classroom shall be moved by the teacher himself or herself.
5. Items that are personal curricular belongings of the teacher being used in his or her classroom shall be moved by the Board.

Section 4.5 - Fair Dismissal Policy

A. A teacher newly employed by the Board shall be granted a one-year limited contract. If subsequently re-employed, such teacher shall be granted one or more one-year contracts thereafter until such teacher is eligible for a continuing contract pursuant to Section 3319.11 of the Ohio Revised Code and Section 4.2 of the Agreement.

B. Any teacher employed under a limited contract whom the Superintendent intends not to recommend for re-employment shall be so notified by the Superintendent in writing on or before the 8th day of April.

C. The teacher may request a conference with the Superintendent provided such request is in writing and received within five (5) working days of receipt of the notice as provided in Subsection B above. Not later than April 15th, the teacher shall be granted an opportunity for a conference with the Superintendent regarding the reasons for the recommendation not to re-employ. The teacher shall have the right to be represented by a person of his/her choice. Board action on an individual teaching contract shall not occur prior to the regularly scheduled April Board meeting.

D. A teacher having completed, on or before the next July 1st, four (4) or more years of continuous, current service in the Bowling Green City School District shall be granted, upon request, a review by the Board prior to the time action is taken upon the Superintendent's recommendation of non-reemployment. Such review shall be in executive session at which time the teacher shall be granted an opportunity to show cause why the contract should be renewed. Nothing herein shall be construed as an assumption by the Board of the burden of establishing the grounds for the non-renewal of the contract.

E. In the review, said teacher may be represented by a representative designated by the Association. This representative may be accompanied by a UniServ representative and/or Association attorney.

F. Requests for hearing as specified in paragraphs C and D above shall be made in writing to the Superintendent of Schools no later than April 15th following receipt of the notification as provided in paragraph B.

G. Failure to follow the procedure as set forth herein shall not void an otherwise proper procedure for the non-renewal of teacher contracts as prescribed by law.

H. It is agreed that this Fair Dismissal Policy supersedes the provisions of Section 3319.11 Ohio Revised Code.

Section 4.6 - Reduction in Force

A. When necessary, the Board shall, upon recommendation of the Superintendent suspend the contracts of teachers, but such suspensions shall be limited to the following reasons:

1. Decline in student enrollment.
2. Return to duty of regular teachers after leaves of absence.
3. Suspension of schools.
4. Territorial changes affecting the district.

B. If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made in each teaching field affected as follows:

1. Suspension of contracts shall occur to teachers on limited contract first and shall be on a last employed/first to be suspended by teaching field basis.

2. If the suspension of contract is necessary for any continuing contract teacher, this shall be on a last employed/first to be suspended by teaching field basis.

3. Displacement rights shall be exercised by all teachers within their respective contract status (continuing contract or limited contract) with no teacher on limited contract exercising displacement over continuing contract teachers. Displacement shall be limited to areas of the teacher's certification.

   To be eligible to displace, an employee who has not had course work in the subject area to be taught in the last five years shall:

   a. receive credit for course work, graduate or undergraduate of at least three-hour offering;

   b. complete the work during either summer session in the summer prior to the new assignment; and

   c. seek and receive prior approval from the Superintendent of the course work to be taken.

   In the event the displacing staff member fails to comply with the above, he/she shall be reduced from force and be eligible for recall if an opening occurs from

within his/her current certification.

4. If a teacher has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment and also holds provisional or higher certification in other teaching fields, the teacher shall be placed with the appropriate contract status group and according to seniority and provisional or higher certification areas shall have displacement rights subject to the limitation set forth in Subsection B-3 above.

C. Seniority shall be defined as continuous employment of a teacher beginning with the date the Board takes action to hire the teacher. In the event two or more teachers are hired in the same meeting and a reduction in force is contemplated that would result in suspension of teaching contracts of some of those teachers, a lottery will be conducted to determine the seniority of the teachers hired on that date, the process for which shall be jointly determined by the District Administration and the Association.

   Continuous employment shall include all time on sick leave, all time on Board approved paid or unpaid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the teacher is reinstated.

D. Seniority shall be lost when a teacher resigns, retires, is non-renewed or terminated. Teachers whose contracts have been suspended shall have rights to recall as follows:

   1. First recall shall be of teachers on continuing contract in order of seniority within the teacher's preferred area of certification first, then by other areas of certification.

   2. If vacancies cannot be filled by teachers on continuing contract, then limited contract teachers by seniority shall be eligible first in preferred area of certification, then by other areas of certification.

   3. Teacher eligibility for recall shall be maintained for three (3) years from the effective date of suspension. Thereafter, an employee on layoff shall lose his/her right to recall.

   4. If a vacancy occurs and a teacher otherwise eligible for recall cannot accept the assignment because he/she cannot be released from a contract of employment, such teacher shall not lose his/her recall rights as provided herein, but such teacher may not assert a claim to such position when the obligations of the employment contract are removed.

   5. If a vacancy occurs for which a teacher holds a valid teaching certificate/license and such teacher refused to accept such assignments for reasons other than that set forth in subsection D-4 above, then such teacher is deemed to have waived all rights of recall.

E. When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to the Association ninety (90) days prior to the date on which the contract suspensions become effective and to all teachers so affected sixty (60) days prior to the date on which the contract suspensions become effective.

   The Association, the Superintendent and/or his/her designee shall confer on the reasons for such reduction within fifteen (15) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

F. A seniority list shall be prepared and maintained ranking all continuing contracts in the district by seniority, giving areas of certification and present teaching assignments: then all limited contracts in the district by seniority, giving areas of certification, and present teaching and building assignment. The Association President shall receive ten copies of this list. This list shall be posted by November 1 of each year. If an item on the list is not protested in writing to the Superintendent by December 15, it shall be final until the next list is posted.

Section 4.7 - Evaluation

The following guidelines (Appendix A) are for the evaluation of certificated/licensed staff. It is agreed that the guideline evaluation procedures contained in Appendix A supersede the evaluation provisions contained in the Ohio Revised Code 3319.111. Certificated staff for whom the forms in Appendix B, C and D may not apply will be evaluated on forms agreed to by the Superintendent and the Association.

Section 4.8 - Professionalism

A. A specific effort will be made by the Association to insure that the membership living in the district is registered to vote and encouraged to vote. Members shall be encouraged to support a levy proposed by the Board of Education and endorsed by the Association, and discouraged from working to defeat the levy.

B. Wherein the Association has knowledge of their own people presenting less than a good professional image to the school community, the Association should be willing to apply counseling and peer pressure to bring about professional self-improvement. Specifically, the Association will exert its influence in the following areas:

1. Encourage staff members to observe high standards of dress, manner and conduct.

2. Stress the importance of requesting leave of absence only for legitimate reasons and with proper advanced notice.

3. Stress the importance of teachers completing the school year as a professional obligation to children.

4. Stress the importance of teachers contributing positively to the systems' public relations program and refraining from activities which would reflect negatively upon the school's staff or program.

C. The Association will accept input from Administration on allegations.

D. In the event the Board makes a report of an act that is unbecoming the teaching profession or a disqualifying criminal offense or other criminal offense applicable to teachers to the Superintendent of Public Instruction, the Superintendent shall notify the affected member within five (5) working days of the report that such a report has been made.

Section 4.9 - Personnel File

A. Each teacher shall have the opportunity, upon request, and after arranging a suitable appointment during regular business hours of the central office or at such other times as may be mutually agreed upon, to review the contents of his/her personnel file in the presence of an

administrator. Upon the request of the staff member, an Association representative may accompany the member. The teacher shall be permitted to attach to any item a written rebuttal or such other comments as he/she may deem advisable.

B. The teacher shall be notified in writing of the intent of placement in the personnel file of any document not listed below. The teacher will have five working days to request a conference prior to official placement. For the purpose of this section, posting by certified mail or personal delivery from the Superintendent and/designee shall constitute notice to said teacher. Such notice shall not be required when such document is presented by the employee for filing, or for any of the following documents:

1. Employment and supplemental contracts
2. Salary notices
3. Ohio teaching certificates/licenses
4. Letters of commendation
5. College transcripts
6. Military records
7. Medical records
8. Evaluation documents as defined by Appendix A.

C. Failure to give notice as required by Subsection B above shall not be asserted by any employee after one hundred (100) work days from the date of such filing.

Section 4.10 - Teacher Facilities

Physical Facilities Goals:

A. The Board and Association recognize the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program. To achieve this end, the advice of teachers will be sought before teaching facilities are constructed or remodeled.

B. Each school should have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished area to be used as a faculty lounge.
4. Well-lighted, ventilated, clean teachers' restrooms, adequate for the number of teachers.
5. A comfortably heated building throughout each school day.
6. All teachers will have either a locking file drawer or cabinet available in their room no later than November 1, 1999.
7. Certificated/licensed teachers will be provided with classroom keys/working locks in order to comply with Administration procedures on school safety.

C. Parking facilities should be ample and adequate for the staff assigned to each building.

D. Intra-Building Communications

The Board agrees to install a two-way emergency communication system in every classroom by September 1, 2010.

Section 4.11 - Teacher Load

A. Both parties agree to a uniform length of the service day at seven (7) hours and forty (40) minutes. Standard hours are: Secondary - 7:40 a.m.-3:20 p.m. and Elementary - 8:15 a.m.-3:55 p.m. Immediate supervisors can authorize flexible scheduling at the request of the individual teacher.

In cases where school opening time is delayed because of adverse weather conditions, teachers/staff members shall report no later than thirty-five (35) minutes before students arrive and may depart at the normal departure time.

Principals, with input from the building staff including special area teachers, will develop time schedules and furnish a copy to the Superintendent of Schools. This will take into account planning time and reasonable travel time between buildings as set forth in Subsection G-1.c.

The building principal shall be responsible for enforcement of the teacher time on the job. The principal shall have authority to make an individual exception for cause when the request is submitted in writing for prior approval.

B. Every effort will be made to hire a substitute for special area teachers in the event of the absence of such teachers who work with an entire class at one time in the areas of art, vocal music, learning disabilities, developmentally handicapped, and physical education. Said teachers shall provide adequate lesson plans in the event of their absence so that substitutes may continue classes as planned.

C. The Board or its agent shall provide a uniform handbook/policy book for procedure to be followed for substitutes and presented to them upon hiring. A copy shall be provided to each Association building representative.

D. Certificated staff may be assigned to one evening activity per semester without any additional cost to the Board.

E. Additionally assigned participation in scheduled activities for which attendance is mandatory beyond the uniform length of service day (as defined in Section 4.11-A) shall be compensated at thirty dollars ($30.00) per hour.

F. All regular teachers will have a duty-free lunch period each workday of thirty (30) minutes. The Board agrees to hire monitors, wherever practicable, to provide assistance to elementary teachers during lunch recess, allowing fifteen (15) minutes of additional planning time. In the event monitors are not available, the fifteen (15) minute additional planning time will be waived.

G. Class Size

1. The parties mutual goals shall be:

a. A maximum size of individual classes:

1) Elementary: In grades K-3: 20 students

In grades 4-6: 25 students.

2) Secondary: Class size of 25 except as follows:
   a) Laboratory: 20 students
   b) Physical Education: 30 students per teacher.
   c) Vocational Education: As per state standards.
   d) Performing Arts: Will not be subject to class size goals.

b. The number of teaching hours per week for each regular teacher should be twenty-eight (28).
c. Each regular teacher should have eight (8) hours within each contract week to prepare lessons, hold conferences, and other duties not strictly considered teaching.
d. Secondary certificated/licensed staff should not be assigned more than (3) subjects, nor more than a total of three (3) teaching preparations at any one time. Secondary teaching load structure shall provide five (5) instructional periods, one (1) duty period, and one (1) preparatory period. Certificated/licensed staff will have the individual option to waive this recommendation.

2. If any K-3 elementary class size exceeds twenty-four (24) or any 4-6 elementary class size exceeds twenty-seven (27), a good faith attempt to hire a classroom aide will be made. This section would not apply if the limit is exceeded after the end of the third (3rd) nine week grading period.

3. No new curriculum shall be implemented until such time as adequate support material is available to each staff member affected.

H. Teachers may voluntarily participate in out-of class activities for which no additional compensation is paid. This includes preparation for and supervision of out-of-class activities and events.

I. Teachers assigned special reimbursable duties will be compensated with released time and/or included on the supplementary salary schedule.

J. Reasonable efforts shall be taken to limit building level meetings to one (1) per month and avoid unduly prolonging staff meetings which are held after the end of the normal duty day and to avoid scheduling of unnecessary committee meetings during the summer break. The Board agrees to pay thirty dollars ($30.00) per hour for summer work as is authorized in advance by the Superintendent or his/her designee.

K. Teachers who work less than full time will be compensated at the rate provided in paragraph E above when required to attend in-service outside their normal duty hours, unless their normal duty hours are shortened on such days.

L. Part-time kindergarten teachers required to conduct preschool observations or attend pre-kindergarten assessments outside their normal working hours shall be paid according to their per diem rate.

M. Mutual consent shall be required for participation in district wide pilot programs. District wide pilot programs shall be for a duration of one academic year unless an extension is mutually agreed upon. At the conclusion of the pilot program, it may be adopted district-wide by the

parties' mutual consent.

N. The Board will provide up to five (5) days of extended service time for the elementary library media specialists on an as needed basis as determined by the Superintendent/designee and the appropriate library media specialist.

Section 4.12 - Covering Classes for Absent Teachers

It is understood that the District will make concerted efforts to use substitute teachers (i.e., calling all available substitutes) from the approved District substitute list. If a substitute cannot be found, teachers shall be reimbursed for time spent covering a class for a colleague. To be eligible for reimbursement, a teacher must be assigned to cover the class and be during the teacher's regularly scheduled non-teaching time.

Teachers will be assigned to cover a colleague's class in accordance with the following:

A. Absence due to personal or family illness. (Appropriate form must be completed.)
B. Absence because of emergency personal business. (Appropriate form must be completed.)
C. Absence where no substitute is available.
D. Other circumstances at the principal's discretion.

All requests for reimbursement under this provision must be approved by the building principal or designee.

At the High School or Junior High, a teacher shall be paid at the rate of $30.00 for each period spent covering a teacher's class.

At the elementary level, a teacher shall be reimbursed at the rate of $30.00 for every fifty minutes spent covering another teacher's class. Reimbursement for less than fifty minutes will be prorated. A maximum of $30.00 will be reimbursed for a single special, i.e., Art.

Section 4.13 - Communication Committee

The Communication Committee is composed of Association president, vice-president, and representatives from all buildings and special areas and the Superintendent of Schools (and such other necessary administrative personnel). The purpose of this group is to maintain open lines of communication between staff and Superintendent of Schools, but shall not be used to circumvent the negotiations process set forth in this Master Agreement. Any questions or issues that could be addressed by administrators other than the Superintendent must be presented to the appropriate administrator(s) prior to being submitted to the Superintendent in a Communication Committee meeting. Meetings shall be held monthly during the course of the school year unless mutually suspended by the Association president and the Superintendent. Questions or issues to be discussed during Communication Committee meetings shall be submitted to the Superintendent at least five (5) workdays prior to the meeting.

Section 4.14 - School Calendar

The Board shall establish the school calendar based upon the recommendation of the Superintendent. The Superintendent shall consider Association recommendations.

A. There shall be no more than one hundred eighty-four (184) paid contractual days in the basic

teacher contract year.

1. The calendar shall consist of 181 student days which shall include three (3) days for elementary parent-teacher conference and two (2) days for secondary parent-teacher conferences.

2. There will be an additional three (3) work days for certificated staff that shall be as follows:

   a. One (1) day - opening day of school,

   b. One (1) day - at the end of the first semester. This day will float as scheduled after the last exam day at the high school. When an exam day is cancelled due to a calamity day, the work day will be scheduled either the day after the exam is rescheduled or the day after exams were cancelled by the Superintendent.

   c. One (1) day - at the completion of the school year.

3. Parent conferences will be assigned as follows:

   Fall Conferences:

   - Elementary students will be no sooner that the third (3rd) day after the end of the first nine weeks grading period.
   - Secondary students will be held no sooner than the Tuesday of the week of Thanksgiving in November. In additional, in the elementary schools, the second Fall conference day will be held at this time as well.
   - As has been the practice, prior to conference dates, teachers are encouraged to contact the parents/guardians of students who are experiencing academic difficulty.

   Spring Conferences:

   - Elementary and secondary students will be held no sooner than the third (3rd) day after the end of the third nine weeks grading period but so as to not be in the same week as the OGT or OAT instruments.

B. The certified/licensed staff opening day will take place no earlier than the third Monday of August. The last day of school before the Winter break will be no later than December 21 and the first day of school after the break will be no earlier than January 3. The teacher work day will be on the first day returning from winter break. The semester will end no later than December 21. The Spring break shall be scheduled during the first full week of April. If the Friday preceding does not occur during the first week of April, school will not be scheduled on the Friday before Easter. If the Friday before Easter does occur during the first full week of April, then school will not be scheduled for the Monday after Easter. No scheduled school week shall be less than three (3) student and/or conference days.

C. Once a calendar has been adopted, it shall be changed only upon notice to the Association and the opportunity for the Association to give its views and opinions concerning such amendments.

D. If the District chooses to employ the provisions of ORC 3313.482 regarding adding additional hours to the school day, any additional hours added to the school day to make up for school closure after the allotted five (5) calamity days which result in the increase of hours beyond the contract day of seven (7) hours and forty (40) minutes will be mutually agreed upon by

representatives of the Bowling Green Education Association, Inc. and the Bowling Green Board of Education in a meeting held prior to the addition of the hours to the calendar.

Section 4.15 - Calamity Days

Teachers need not report on calamity days up to a maximum of five (5) days.

Section 4.16 - In-service Programs

A. Building staff members and their immediate administrator(s) will collaborate to plan highly-qualified professional development activities that are aligned with the district and building goals on an as-needed basis. Teacher assistants will be used when these activities are planned during the school day. If an activity is planned outside the school day, participation will be voluntary. Participants will be reimbursed at thirty ($30.00) dollars per hour. Participation in District-sponsored professional development activities will be voluntary.

B. In addition to any other provision of this contract, all teachers shall participate in in-service training, research and evaluation as required by the State Department of Education. All teachers shall attain and maintain a Highly-Qualified Professional Development (HQPD) status as defined by the No Child Left Behind Act.

C. An employee may submit a request for Professional Leave not less than fourteen (14) working days prior to the convention, conference, or coaches' clinic that is requested to attend. Signed requests shall be returned to the employee within five (5) working days or approval is automatically granted. When it is evident that attendance at conventions, conferences, or coaches' clinics will contribute to the effectiveness of the instructional program, approval and compensation may be granted through the building Principal and Superintendent with reasonable limitations as to time and number of individuals involved. Compensation, either full or partial, may be granted at the discretion of the Superintendent as agreed prior to the time of leave. Final approval of Professional Leave requests shall be at the discretion of the Superintendent.

Section 4.17 - Student Teacher Objectives

Prior to March 1st of each year, the Association may, at its option, submit to the Superintendent written comments and suggestions on the terms and conditions of any contract to be entered into between the Board of Education and the Bowling Green State University for the following school year concerning student teacher observations. The Board shall give full consideration to the comments and suggestions of the Association.

A representative of the Association shall be included in the procedural discussion concerning the terms and conditions of the contract to be established between the Bowling Green City Board of Education and Bowling Green State University.

Section 4.18 - Educational Support Services

A. If a teacher is asked to provide special health needs for a pupil or pupils and accepts that responsibility, the board agrees to provide training to carry out that responsibility.

B. The parties recognize and agree that steps to provide a student with disabilities a free appropriate public education will be taken in accordance with the requirements of federal and

state law.

C. Any teacher currently teaching a student on an I.E.P. may initiate the review process.

D. Any teacher currently teaching a student on an I.E.P. shall be afforded the opportunity to attend I.E.P. team meetings.

E. The District will provide the requisite training/in-service to all teachers with included students to help meet the needs of such students. Such teachers will be required to attend training/in-service in order to meet the educational needs of the included student(s) and will be paid in accordance with this Agreement. For teachers in need of the requisite training such training will be provided within sixty (60) calendar days of the placement of the student with the I.E.P.

F. The District shall supply appropriate and required resources, as outline in the student's I.E.P. necessary to meet the needs of included students.

G. Development of the IMPACT intervention process shall be a collaborative effort. Each school building shall have a representative on the District intervention team. It will be the responsibility of the building representatives to disseminate information from the team to the building and to provide feedback from the building to the team.

Section 4.19 - Local Professional Development Committee (LPDC)

The Bowling Green LPDC will consist of nine members: five teachers and four administrators. Secretarial support for the LPDC will be paid for and provided by the District including, but not limited to:

- managing certificated/licensed professional development staff files
- managing paper, duplication
- managing database and word processing
- recording meeting minutes
- filing professional development plans
- responding to general inquiries
- providing general office supplies/forms.

The Association LPDC committee members, excepting the chair**,** will be reimbursed at a rate of sixteen dollars an hour, up to a maximum of ninety hours per school year. The chair will be reimbursed a supplemental as per Appendix G of this Master Agreement.

Certificated/licensed staff members will be responsible for keeping their personal records up-to-date as they pertain to certification/license renewal.

At such time as licensure replaces certification, references to certification in this Agreement will include license when appropriate.

Section 4.20 - Entry-Year Mentoring Program

Philosophy

The Bowling Green City Schools believe that it is the district's responsibility to provide a system of support for teachers new to the school district. The program that has been developed for this

purpose is aligned with Ohio's Teacher Education and Licensure Standards.

Purpose of the Program

The purpose of the Entry Year Program is to assist eligible Entry Year teachers, as defined by the Ohio Department of Education, in preparing for Praxis III. It is the responsibility of the mentee to prepare and pass the Praxis III and this program should not be construed to be the sole means of preparation. The Bowling Green City Schools Entry Year Program is designed to support a mentee's preparation for Praxis III.

Who Will Be Mentored?

All eligible Entry Year teachers, as defined by the Ohio Department of Education, new to the school district who have a provisional teaching license will have mentors. The Entry Year program will be at least 120 days in length or one academic year.

Selection of Mentors

- A mentor must be a teacher who has tenure with the district.
- It is preferred that mentors have at least five years of teaching experience.
- A mentor must have had strong positive evaluations of his/her own classroom performance.
- A mentor must have had Pathwise training.
- A mentor must have a Master's degree
- All mentors must have the final approval of their building principal prior to becoming a mentor.

With How Many People will A Mentor Work?

It is our belief that one mentor would work with one mentee. Only in the case of extreme need will mentors be even considered for working with two mentees. In these situations, mentors will be sought from other buildings if necessary before assigning any mentor two mentees.\\

The Mentoring Program

The Entry Year Program for Bowling Green City Schools will consist of five meetings between August and the end of the first semester. All meetings except the first one will be held after school and deal with topics in the four domains established by Praxis III.

Mentees will be paid $15 per hour for their attendance at Entry Year Program formal meetings. Mentors will receive a supplemental contract at the .0400 step of the B.A., step 0 level for services rendered.

Evaluation Of The Program

The Assistant Superintendent will be responsible for monitoring the Entry Year Program. The program will be evaluated informally and formally throughout the year. Results on the Praxis III exam will be a prime factor for determining program success.

Expectations for Classroom Observations

It will be expected that the mentee and mentors will observe each other teaching at least three times during the first semester of the program. The purpose for these observations is to provide modeling of various techniques/strategies and critique their implementation by the mentor. No one else will be permitted to see any notes or written comments about these experiences.

Evaluation of the Entry Year Program

A survey will be developed to seek the comments of both the mentors and mentees. This survey will ask questions regarding the strengths and weaknesses of the program. It will also ask for ideas on how to improve the program.

During the course of the year, the Assistant Superintendent will have informal conversations with both the mentors and mentees.

If either the mentor or mentee becomes concerned that the mentoring relationship is not working satisfactorily, either may ask the building principal to intervene during the first six weeks of the school year. The building principal shall meet with the mentee and then with the mentor to discuss such concerns, and shall attempt to resolve such concerns. If those efforts are unsuccessful by the conclusion of the first nine weeks of the school year, the mentee shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a prorated share of the applicable supplemental salary.

Building administrators will be observing the mentees per the negotiated agreement and will be required to work with the mentees on resolving any concerns.

Section 4.21 - Complaints Against Certificated/Licensed Staff Members

Complaints against certificated staff members shall be handled using the following procedure:

A. When complaints against a teacher are received by an administrator or Board representative, the complaint will be referred to the building administrator of the teacher within fifteen (15) regular school days. The building administrator will make the determination if further action is required. If additional action is required, the building administrator shall attempt informal resolution through discussions with the teacher and the complainant.

   Supplemental contract employees will be subject to this complaint procedure.

B. If the complainant is dissatisfied with the attempted informal resolution, the building administrator shall determine whether the complaint should be processed further. If so, the complainant (if she/he desires) or, alternatively, the building administrator shall document the complaint, collect documentation provided by the complainant, (if any), and provide a copy to the teacher. After a copy is provided to the teacher, a meeting concerning the complaint will be scheduled within thirty (30) regular school days. Those in attendance at such meeting shall be the complainant, the teacher, an association representative (if desired by the teacher), the building administrator and any separate legal representative requested by the complainant, teacher, or Superintendent. Any others in attendance at the meeting shall be at the building administrator's or Superintendent's discretion.

C. Complaints not resolved through a meeting of the parties discussed in paragraph B above will be referred to the Superintendent for resolution. The teacher, complainant and building administrator shall be given the opportunity to submit position statements and/or recommendations to the Superintendent. The Superintendent may participate in this complaint procedure at any level she/he deems appropriate.

D. Any complaint resulting in disciplinary action against a teacher shall be subject to the contractual grievance procedure.

SECTION 5 - FRINGE BENEFITS

Section 5.1 - Reimbursement for Academic Achievement

A. Tuition reimbursement is not to exceed level of income derived from the Bowling Green State University Contract with Bowling Green City School District. Any unexpended appropriation for tuition reimbursement will be carried forward for not more than one year with the carryover to be used first.

The Board will reimburse any faculty member university credit taken during a contract year provided that the courses taken are pertinent to the individual's present position and a C or better/pass is earned in the course. Hours per teacher are to be capped at ten (10) semester or fifteen (15) quarter hours per contract year.

1. The percentage of reimbursement per semester hour will be calculated as follows: Total revenue received from the Bowling Green State University contract will be divided by the sum of the tuition expenses for approved hours for all district employees. The employee's expense will be multiplied by this ratio to determine the amount of reimbursement.

   For the purpose of establishing a window for reimbursement, the year will begin on May 1 and close on April 30 of the next year.

   All receipts and grade slips for course reimbursement during this window must be submitted to the office of the Superintendent by July 1. For receipts and grade slips received after July 1, reimbursement will be made in the following year. Reimbursement will occur no later than July 31.

   Course reimbursement shall be limited to an amount no greater than the actual instructional fee cost of course work taken.

2. The total hourly instructional fee charge shall be the basis for reimbursement for University or College attendance based upon the hourly charge per quarter hour or per semester hour, except that the amount of reimbursement per quarter hour or semester hour shall not exceed the reasonable and customary rates as set by Ohio state universities for in-state students. Staff members enrolling in colleges and universities outside Ohio must have their instructional fees reimbursement approved prior to course enrollment by the Superintendent.

3. There will be application forms available at the central administration.

4. This benefit will not be given to a person for the summer following an academic year if that person is not returning the following school year.

5. Teachers will become eligible for this benefit after receiving their second contract and after completing at least one full semester of service.

6. Those persons who are entitled to academic reimbursement and who subsequently take a leave of absence will be entitled to their reimbursement upon return to the school system after such leave.

7. Reimbursement will be made for only one course per quarter to a maximum of five (5) quarter hours or one course per semester to a maximum of four (4) semester hours. This limitation applies only during the fall, winter, or spring quarters. Reimbursement shall also include a maximum of four one-credit hour workshops.

8. Certificated personnel working a fraction of full time will be reimbursed a fraction of full time. For example, a certificated person working fifty percent (50%) of full time will be reimbursed at fifty percent (50%) of each hour successfully taken up to the maximum hours allowed in paragraph A. above. A fraction of any hour will be rounded to the nearest whole hour.

9. Certificated personnel not receiving prior approval from the Superintendent or his/her designee for course work will not receive reimbursement. If approval is denied, this denial must be communicated to the teacher within ten (10) working days of the date of receipt of the request.

10. Certificated personnel, having submitted a bill and university grade slip, will meet criteria for reimbursement of their instructional fee and will have their reimbursement payment processed by July 31 of the current fiscal year. An official transcript shall be subsequently delivered. Advancement on the salary schedule requires filing an official transcript.

11. Reimbursement for academic achievement will become void if no contract exists between Bowling Green State University and Bowling Green City Schools.

12. The deadline for filing official transcripts with the Superintendent in order to receive consideration for advancement to a higher salary category on the basis of increased formal education through a properly accredited university shall be October 30 of each year. Reimbursement for academic advancement will become void if the procedures contained herein, including timeline provisions, are not followed by certificated personnel. It is the responsibility of the certificated staff member to file an official transcript with the Superintendent.

Section 5.2 - Hospitalization

A. The Board will offer a PPO plan with the following monthly employee premium rates. Employee premium contribution shall be:

- 2008-2009: Family Rate @ $130.00/month
  Single Rate @ $61.00/ month
- 2009-2010: Family Rate @ $137.00/month
  Single Rate @ $68.00/month
- 2010-2011: Family Rate @ $144.00/month
  Single Rate @ $75.00/month

B. The Board agrees to increase the lifetime cap for coverage to $2,000,000.

C. The maximum benefit period deductible (single/family) shall be $200/$300.

D. The maximum coinsurance out-of-pocket expense under the PPO plan shall be $400/per member.

E. The employee co-pay under the drug card program, and the mail order program, shall be:

Retail (30-Day Supply)	**Mail Order** (90-Day Supply)
$5 generic	$5 generic
$15 formulary	$25 formulary
$30 dispense as written	$40 dispense as written

F. The in-network physician office visit co-pay shall be $10.00.

G. As an option within the Wood County Schools Health Insurance Consortium plan, employees shall be offered on a voluntary basis the opportunity to enroll in the health savings account plan, the terms of which are summarized in Appendix L to this Agreement. The employee's share of the discounted premium associated with this plan will be the same percentage of the monthly premium for hospitalization as outlined in Section 5.2. Employees who enroll in the health savings account plan shall be permitted to (re)enroll into the Super Med Plus PPO plan during any open enrollment period and there shall be no exclusion of preexisting medical conditions.

Section 5.3 - Dental Insurance

For the duration of this agreement, bargaining unit members will pay $0.00 per month for a family plan and $0.00 per month for a single plan. This coverage shall be for all certificated employees who teach at least fifty percent (50%) or more of the school week.

Section 5.4 - Retiring and Resigning Employees

Retiring and resigning employees shall not have increases agreed upon by the Master Contract applied toward their July and August premiums for hospitalization or dental insurance in the year of resignation or retirement.

Section 5.5 - Paid-up Life Insurance

The Board shall provide each bargaining unit member with $50,000 of group life insurance at no cost to the employee through Madison Life Insurance Company or another qualified company. The plan shall include the group paid-up life feature per the requirement and vesting schedule that follows:

Requirements to qualify for the paid-up life insurance program:

1. A member must have worked fifteen (15) of the last twenty (20) years for one or more employers involved in education in the United States.

2. The Board is responsible for this plan's premium payments while the certificated staff member is an active employee of the Board.

3. The District must have the PAID-UP plan in effect at the time the employee reaches age 65 (even if the employee has retired before age 65).

4. The employee must meet the vesting schedule that follows:

If the District has the Schools fund PAID-UP Plan:	The amount of life insurance in effect after age sixty-five will be reduced to:
0 through 35 months	0%
3 complete years	3%
4 complete years	7.5%
5 complete years	12%
6 complete years	18%
7 complete years	24%
8 complete years	30% of pre-retirement benefits.

Vesting credits can be earned after retirement, but only up to age sixty-five (65) and only if the retired school employees maintain their group term life in force with the active group until age sixty-five (65) under this plan.

Section 5.6 - Vision Care

For the duration of this agreement, bargaining unit members shall pay $0.00 per month for family coverage for a vision care program and $0.00 per month for a single coverage. The aforementioned coverage will be for coverage comparable to the 1982-83 plan with a deductible of $7.50 per person per examination and an additional deductible of $10.00 per person on ophthalmic materials. This coverage shall be for all certificated employees who work at least fifty percent (50%) or more of the school week.

Section 5.7 - Section 125

The benefits provided to employees by Section 125 of the Internal Revenue Code of 1986 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which may include but not limited to the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an

insurance provider as the enroller and record keeper of the plan. The insurance provider shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk-free under the IRS provisions regulating non-reimbursed medical payment.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

Section 5.8 - Pay Periods

A. The faculty of Bowling Green City Schools will be paid twenty-six (26) pays per calendar year.

B. The paychecks/pay stubs shall be available on payday. Employees are encouraged to have their paychecks direct deposited at their bank.

C. During the summer, the paychecks/pay stubs will be mailed to arrive on or before payday. Any emergency will be handled on an individual basis.

D. Postage and envelopes shall be furnished by the Board.

E. Paychecks or pay stubs, as appropriate, will not be available on declared calamity days when non-certificated personnel are not required to report. In the event of a protracted closing, i.e., two (2) consecutive work days, paychecks will be available upon return.

F. Payroll deductions:

    1. All deductions from pay will be equalized over twenty-four (24) pay periods. The remaining two pay periods will have no member authorized deductions, i.e., just deductions for taxes will be taken out of these two pay periods.

    2. Pay periods will be alternating Fridays.

G. Certificated employees hired after July 1, 1993, will be required to use direct deposit of paychecks at a bank of their choice.

Section 5.9 - Tuition Waiver

The nonresident dependent children of certificated staff members shall be afforded tuition free enrollment in the Bowling Green City School District subject to space availability and the rules and regulations of open enrollment. Assignment of student(s) to a building and class shall be at the Superintendent's discretion.

Section 5.10 - Insurance Waiver

1. Beginning with the 2002-03 school year, any certificated/licensed staff member who waives the right to health insurance for a benefit year (September 1 through August 31) will receive a lump sum payment on the second pay period following the completion of that benefit year that shall be equal to, for those on single coverage, 34% of the Board’s share of the single coverage PPO annual premium, and for those on family coverage, 34% of the Board’s share of the family coverage PPO annual premium.

When both spouses are employed by the District and are enrolled in the District's health insurance plan, neither spouse is entitled to receive the insurance waiver payment set forth in this Section.

2. In the event of a change in the need for coverage due to a major life event causing the cessation of the teacher's alternate source of coverage during the waiver year (death of spouse, divorce, dissolution, loss of spouse's employment, etc.), the teacher may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided the proper application card has been completed and submitted to the Treasurer. Such entry into the insurance program will preclude the bargaining unit member from receiving the healthcare insurance waiver payment in lieu of coverage as indicated during the waiver year.

3. Should a certificated/licensed staff member elect to participate in the program, the certificated staff member must submit a written notification of waiver and verification of alternative coverage to the Treasurer by September 30, of each year for the duration of this agreement.

Section 5.11 - Health Care Optimization

In the event of dual coverage, the Board shall, through their insurers, coordinate the healthcare benefits of a covered employee or dependent to achieve the optimal care with the least out of pocket cost to the employee through the application of the "birthday rule."

Section 5.12 – Criminal Background Checks

The Board shall conduct criminal background checks required by state law for teachers, and the Board shall charge teachers an amount equal to the FBI and BCI charge for furnishing such reports, which charge is $46.00 and shall remain at no more than that amount for the life of the Agreement.

SECTION 6 - RETIREMENT/RESIGNATION

Section 6.1 - Retirement/Severance Pay

A. Upon retirement of a member of the bargaining unit, the Board shall pay a sum equal to the employee's daily rate of pay at retirement, excluding supplemental salary, times one-fourth (1/4) of the employee's accumulated but unused sick leave to a maximum of seventy-three (73) days. The minimum retirement pay shall be twenty-five (25) days for any bargaining unit member who has worked for the District for at least ten years. Those employees who retire under this section shall be required to serve no less than five years in the Bowling Green City School District to be eligible for such payment. Further, if a certificated employee informs the Superintendent in writing of the intent to retire at the end of a school year prior to April 1 of said year, that teacher will be entitled to an additional ten (10) days of severance pay.

B. For the purpose of Section A above, retirement shall mean disability or service retirement in the State Retirement Service.

C. Prior to this payment, the Treasurer of the Board of Education must have evidence in his/her possession that the certificated employee is in fact in a status of retirement from the teaching profession in Ohio. This evidence shall be an affidavit or written notification supplied by the State Teacher's Retirement System of Ohio.

D. Only those members of the Bowling Green City School District certificated staff whose effective date of retirement with the State Teacher's Retirement System of Ohio is no later than ninety (90) calendar days after the last paid day of service with the Bowling Green City Schools, shall be eligible to be paid for such accrued but unused sick leave credit.

E. Upon separation of service from the Bowling Green City School District, a member of the bargaining unit having ten (10) or more years of service in the Bowling Green School District shall be paid a sum of money equal to the employee's daily rate of pay at separation, excluding supplemental salary, times one-fourth (1/4) of the employee's accumulated but unused sick leave to a maximum of seventy (70) days severance pay. The minimum separation pay shall be twenty-five (25) days for any bargaining unit member who has worked for the District for at least ten years. Those employees who separate under this section shall be required to serve no less than five years in the Bowling Green City School District to be eligible for such payment. No employee terminated for cause pursuant to §3319.19 ORC and §3319.161 ORC shall be eligible for such payment. Further, if a certificated employee informs the Superintendent in writing to separate at the end of a school year prior to April 1 of said year, that teacher will be entitled to an additional ten (10) days of severance pay.

F. Payment under either Subsection A or E shall be made only once to any employee and such payment shall be considered to eliminate all sick leave accrued by the employee at the time of payment.

G. All teaching staff resignations or retirements shall have definite effective date of end of service. No last day of school or end of school year term will be accepted.

H. Death of an employee of the Board does not deny said employee of his/her rights to severance benefits**.**

I. Payment of retirement/severance pay will be made within sixty (60) calendar days of the employee's termination date.

Section 6.2 - STRS Pickup

The Board shall designate each employee's mandatory contributions to the State Teacher's Retirement System of Ohio, made after the effective date hereof, for the 1985-86 and subsequent school years, as picked up by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher's Retirement contribution which has been designated as picked up by the Board, shall be included in computing final average salary, provided that no employee's total salary is increased by such pick up, nor is the Board's total contribution to the State Teacher's Retirement System of Ohio increased thereby.

SECTION 7 - GRIEVANCE PROCEDURES

Section 7.1 - Definitions

A. Grievance: A claim by a member or group of members of the bargaining unit involving an alleged misinterpretation, violation, or misapplication of any of the provisions of the negotiated agreement entered into between the Board of Education and the Association.

B. A grievant shall mean an employee or group of employees within the bargaining unit alleging that some violation, misinterpretation, or misapplication of the aforementioned Section 7.1-A has actually occurred. A grievance alleged to be a group grievance shall have arisen out of similar circumstances affecting each member of said group.

C. Association shall mean the Bowling Green Education Association.

D. Board shall mean the Board of Education of the Bowling Green City School District.

Section 7.2 - Purposes/Principles

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may affect the welfare or working conditions of members of the bargaining unit.

B. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Nothing contained herein shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with an appropriate member of the administration or with a designated representative of the Association.

D. Any member of the bargaining unit shall have the right to present a grievance to such person and only through such channels as are designated for that purpose.

E. A grievant shall not be denied his/her legal rights under the law, provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.

F. No reprisal of any kind shall be taken against any person participating in the grievance procedure by reason of such participation.

G. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decisions and the reasons thereof.

H. Forms for filing and processing grievances shall be prepared by the central office and made available through building principals, the Association and school representatives.

Section 7.3 - Informal Procedures

A. The grievant should first discuss the matter with his/her principal or administrator or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.

B. If the grievant is not satisfied with the disposition of the matter, he/she shall have the right to have a representative of his/her choice to assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

Section 7.4 - Formal Grievance Procedures

A. Step One - Formal

If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance on grievance format (Appendix E) with such employee's building principal (or supervisor. If such grievance is not lodged within thirty (30) calendar days following the act or omission which gave rise to the grievance, the grievance shall no longer exist. Where continued acts or omissions have been perpetrated on an individual or a group, such grievance shall be filed within thirty (30) calendar days from the most recent act or omission. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of Section 7.1-A allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent. Upon written request, a hearing shall be conducted by the principal or his/her designated representative within ten (10) working days after the receipt of such request. The aggrieved employee shall be advised, in writing, of the time, place, and date of such hearing and afforded representation rights at each formal step.

The building principal, supervisor or his/her designated representative shall take action on the written grievance within ten (10) working days after the receipt of said grievance, or, if a hearing is requested, within ten (10) working days after the conclusion of said hearing. If no action is taken within this time, the grievance shall be advanced to step two. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Superintendent, and Treasurer of the Board and the President of the Association.

B. Step Two - Formal

If the action taken by the building principal, supervisor or his/her designated representative does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent within ten (10) working days from the receipt of the written notice of the principal's or his/her designated representative's action on said grievance. Upon request, a hearing shall be conducted by the Superintendent or his/her designated representative within ten (10) working days after receipt of the request. While no formal agreement shall be executed without the approval of the BGEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of the hearing(s). The aggrieved employee shall be advised in writing of the time, place, and date of such hearing.

The Superintendent or his/her designated representative shall take action on the appeal of the grievance within ten (10) working days after receipt of the appeal, or, if a hearing is requested, within ten (10) working days after the conclusion of such hearing. The action taken and the

reasons for the action shall be reduced to writing and copies sent to the employee, the building principal, the Treasurer of the Board and the president of the Association. If no action is taken within this time, the grievance shall be advanced to step three.

C. Step Three - Formal

If the Association and aggrieved person are not satisfied with disposition of Step Two, the Association may request that the issue be submitted to arbitration within fourteen (14) working days after receipt of the written notice of the action taken by the Superintendent or his/her designee.

The arbitrator shall be appointed by the Board and the grievant, or their designated representatives, from a list of seven names submitted by the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the Federal Mediation and Conciliation Service shall submit a second list of seven names from which the parties will alternately strike names from the list until only one name remains, who shall be arbitrator.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Agreement, board policy, administrative rules or regulations, public laws, and statutes and shall be prohibited from making any decision contrary to law. The arbitrator shall issue his/her disposition of the grievance, in writing, within ten (10) working days after hearings or in accordance with arbitration rules. If the grievant prevails, s/he shall be made whole within thirty (30) working days after the disposition has been received from the arbitrator. The arbitrator shall make his/her report to the aggrieved, the Superintendent, the Treasurer of the Board, and the president of the Association.

The decision of the Arbitrator shall be final and binding on the Association, the Superintendent of Schools, the Board, the grievant and all members of the bargaining unit.

The cost of the arbitrator shall be divided equally between the parties.

"Working days" are days when the Central Office is open for business.

SECTION 8 - SALARY

Section 8.1 - Hourly Rate Compensation

The Board agrees to pay the certificated employees the hourly equivalent of the B.A. base, Column 0 for services that are to be compensated per hour of performance. This is to include tutorial services.

Section 8.2 - Mileage Rate Compensation

The Board agrees that the mileage rate shall be at the rate per mile approved by the Internal Revenue Service for mileage that is driven in an official school function.

Section 8.3 - Salary Schedule

A. Schedule:

September 1, 2008 – BA Base $31,367

September 1, 2009 – BA Base - $32,230

September 1, 2010 – BA Base - $33,036

Certificated Salary Schedule Index - Appendix J

B. Academic Credits Defined:

Only academic credits, as defined herein, may be used for movement on the salary schedule. Academic credit is defined as course work taken from an accredited university designated as academic credit by said university and applicable toward an undergraduate or graduate degree. The individual does not have to be enrolled in a degree program.

C. Movement on Scale Within Master's Columns

Employees who have obtained a master's degree will only be able to advance one (1) educational column in a contract year.

D. Hourly Requirements

A minimum of thirty (30) semester hours of the forty-five (45) required must be graduate hours, and a minimum of forty (40) of the sixty (60) required hours must be graduate hours. This becomes effective August 31, 2002, and no current employee will be retroactively removed from the MA+60 column when this becomes effective.

Section 8.4 - Supplemental Contract Notification

Supplemental contracts are for a one (1) year period and are for responsibilities beyond a basic teaching contract. All supplemental contracts shall be deemed not renewed at the end of their terms without further notice to the employee. A supplemental contract may be shared at the Board's discretion.

The issuance of succeeding supplemental contracts shall be solely within the discretion of the Board, which may re-employ the incumbent in the position if it is re-established for the following year without first posting the vacancy. Persons so re-employed will be notified not later than May 31 of such re-employment for the following year. Furthermore, an individual may request in writing that the Board make a decision on re-employment. The decision must be given to the employee in writing within sixty (60) days of said request. If no notification is received by the employee within the sixty (60) days, the employee is automatically re-employed.

Section 8.5 – Supplemental Contracts: Experience and Other Items

A. An individual who is hired into the Bowling Green School District will be credited for up to five (5) years of previous experience in an equivalent supplemental position, provided that previous experience was in other public school districts or in chartered, nonpublic schools. This does not apply to supplemental salary positions which have been compensated for less than five (5) years.

B. Supplemental staff members of the Bowling Green School District who move within an activity (e.g. Head Coach to Eighth Grade Coach) will be granted the years of experience earned at their previous level.

C. Sports medicine and CPR certification: The Board of Education shall provide and pay for an annual working session for all staff required to have certification in Sports Medicine and Cardiovascular Pulmonary Resuscitation. This session will be made available as early as possible to the first student day of the school year.

D. The existing Supplemental Contract Committee developed in the 2007-2008 school year comprised of four (4) representatives of the Board and five (5) BGEA-appointed representatives will continue to evaluate supplementals and shall make mutual recommendations for negotiations for the 2011 negotiated agreement. This committee will meet beginning May of 2010 to perform its function. Both sets of representatives will agree in writing that their recommendations are complete before February 28, 2011.

Section 8.6 - Non-certificated - Supplemental

Individuals hired to fill supplemental contracts who do not hold a valid Ohio teacher's certificate but who hold a minimum of a baccalaureate degree will receive a supplemental salary calculated by multiplying the appropriate ratio times the base salary schedule of certificated personnel.

Section 8.7 – Incentive Stipend

Newly hired teachers who enter at the BA/O level shall receive an incentive stipend in the amount of $1,000.00 (one thousand dollars) which shall be paid on or before October 1 of the school year they commence employment with the District.

SECTION 9 - ADDITIONAL ITEMS

Section 9.1 - Maintenance of Standards

During the duration of this Master Agreement, the Board shall maintain all terms, conditions, and benefits of employment which are the subject of any provisions of this Master Agreement at not less than the level in effect as of the effective date of this Master Agreement. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Master Agreement. Any portion of the existing documents that is inconsistent with any lawful provision of this Master Agreement shall be ineffective.

During the time of this contract as set forth in the IMPLEMENTATION AND DURATION section, paragraph A., the Board and the Association are not obligated to bargain collectively on any subject matter unless both parties mutually agree to re-open said contract with respect to that subject or matter. If necessary to comply with requirements of state and federal legislation, regulation, or court decisions, the parties will meet and negotiate as required to comply with such legislation, regulation or court decision

.

Section 9.2 - Management Rights

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract. All management rights not specifically abridged by this agreement are retained by the Board.

Section 9.3 - School Board Agenda

The Association shall receive fourteen (14) copies of the Board agenda with an equal number of addenda distributed to the Association's representative at the scheduled Board meetings or to the President next day by courier. A copy of such agenda shall be made available for distribution to each building no less than thirty (30) hours prior to such meeting except as heretofore provided. Each agenda shall include the normal attachments except attachments provided for the confidential information of the Board.

Section 9.4 - Academic Freedom

The parties recognize and acknowledge the importance of academic freedom to all employees covered by this agreement in the study, investigation and presentation of the adopted courses of study circumscribed, however, by state and local policies, curriculum, instruction content, and methodology.

Section 9.5 - Grade and Placement Policy

Teachers shall have the right to award an evaluation grade to students and will be notified and consulted if the assigned grade is considered for change. Teachers will not be required to change student grades. Student grades will not be changed by principals without consulting the teacher. Promotion or retention of students will not require changing teacher grades by teachers.

Section 9.6 - Subcontracting

The employer agrees that no reduction in force shall occur within the bargaining unit as a result of subcontracting of work presently performed by members of the bargaining unit during the term of this contract.

Section 9.7 - Implementation and Duration

A. This Collective Bargaining Agreement will be effective from 12:01 a.m., September 1, 2008, and will continue in full force and effect until midnight, August 31, 2011, and from year to year thereafter, unless either the Board or the Association serves written notice on the other of its intention to amend or modify this Master Agreement between January 15 and February 28, 2011.

B. The Board shall not, during the period of this Master Agreement, officially adopt or implement any condition of employment contrary to or inconsistent with any term or condition of said Master Agreement.

C. The policies enacted by this Master Agreement, when adopted by the Board, will supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with terms of the Master Agreement.

Signed at Bowling Green, Ohio, this ____30th_____ day of ___July____, 2008.

_____*Jeffrey Nichols, President*_____	_____*Ellen Scholl, President*_____
_____*Rozalind Herzig, Vice-Pres.*_____	_____*Hugh Caumartin, Superintendent*_
_____*Susan Harms*_____	_____*Rhonda Melchi, Treasurer*_____
Bowling Green Education Association	Bowling Green Board of Education

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B. The Board shall not, during the period of this Master Agreement, officially adopt or implement any condition of employment contrary to or inconsistent with any term or condition of said Master Agreement.

C. The policies enacted by this Master Agreement, when adopted by the Board, will supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with terms of the Master Agreement.

Signed at Bowling Green, Ohio, this 30th day of July, 2008.

PRESIDENT

Bowling Green Education Association

Bowling Green Board of Education

Appendix A - EVALUATION PROCEDURES
Bowling Green City Schools

The following guidelines are to be followed on the evaluation of certificated/licensed staff:

A. Forms to be used:

1. Bowling Green City Schools Formative Observation Sheet (Appendix B)
2. Bowling Green City Schools Summative Evaluation Sheet (Appendix C)
3. Bowling Green City Schools Professional Development Plan (Appendix D)

B. Responsibilities

1. Primary observations and evaluations are to be conducted by the principal, assistant principal and/or supervisor. Superintendent and/or assistant Superintendent may serve as secondary evaluators, if appropriate.

2. In the case of special area teachers who service more than one building, the home school principal will serve as the primary evaluator. The summative evaluation is to be prepared by the home school principal with input from other principals.

3. Intradepartmental observations and private critiques may take place without formal reporting, if so desired.

C. Teachers should be observed as follows:

1. Teachers new to the system should be observed at least three (3) times during the school year.

2. Teachers not on continuing contract, but not new to the system, should be observed at least one (1) time during the school year.

3. Teachers on continuing contract should be observed at least one (1) time during a three-year period.

4. All comments and evaluation ratings made by evaluators on the Formative Observation Sheet must relate to observed performances. Evaluation of a teacher is the sum total of observations including classroom performance and other observations relevant to job performance which are summarized in the final annual report and recommendations of the evaluator. These observations shall directly relate to the categories listed on the Formative and Summative Evaluation Sheets. These are: (a) Productive Teaching Techniques; (b) Class Management; (c) Interpersonal Relations; (d) Professional Growth Responsibilities.

5. It is specifically agreed that student state-mandated test scores, including but not limited to the OGT and OAT, shall not be used as the determining factor in any adverse employment action against a teacher, including but not limited to non-renewal or termination.

D. Teacher Evaluation Cycle to be followed during the course of the school year:

1. Individual Pre-Observation Conference (teacher and evaluator)
2. Formal Observation(s)
3. Feedback Conference(s) within ten (10) days of Formal Observation(s)
4. Formative Observations Sheet(s)
5. Summative Evaluation Sheet
6. Final Conference
7. Determination of Professional Development Plan

E. Four (4) copies of the Summative Evaluation Form are provided, one for the staff member, one for the principal/assistant principal, one for the Superintendent, and one for the assistant Superintendent/director of instruction and/or curriculum director.

F. Teachers may indicate at the bottom of the Formative and Summative sheet(s) if a rebuttal or explanation will be attached on a separate sheet.

Appendix B - FORMATIVE OBSERVATION SHEET

Bowling Green City Schools

Teacher	School	Period	Grade and/or Subject	Observer	Date

NA – Not Applicable NS-Not Satisfactory NI – Needs Improvement S-Satisfactory

Performance Area 1 (Domain A) Organizing Content Knowledge for Student Learning	**NA**	**NS**	**NI**	**S**
1. Is familiar with relevant aspects of student background and experiences	___	___	___	___
2. Sets goals that reflect performance outcomes	___	___	___	___
3. Articulates clear learning goals	___	___	___	___
4. Includes performance outcomes for district course of study lesson plans	___	___	___	___
5. Demonstrates an understanding between content previously learned, current content, and content to be learned in the future	___	___	___	___
6. Creates or selects methods, activities, and materials that are appropriate for the students and aligned with the lesson goals	___	___	___	___
7. Creates or selects appropriate learning strategies to meet the diverse needs of students	___	___	___	___

Comments :

Performance Area 2 (Domain B) Creating an Environment for Student Learning				
1. Creates a climate that promotes fairness	___	___	___	___
2. Establishes and maintains rapport with students	___	___	___	___
3. Communicates challenging learning expectations to each student	___	___	___	___
4. Establishes and maintains consistent standards of classroom behavior	___	___	___	___
5. Makes the Physical environment safe and conducive to learning	___	___	___	___

Comments:

Performance Area 3 (Domain C) Teaching for Student Learning				
1. Makes learning goals and instructional procedures clear to students	___	___	___	___
2. Makes content comprehensible to students	___	___	___	___
3. Encourages students to extend their thinking	___	___	___	___
4. Monitors student understanding of content by a variety of means, provides feedback to students to assist learning, and adjusts learning activities as the situation demands	___	___	___	___
5. Uses instructional time wisely	___	___	___	___

Comments:

Performance Area 4 (Domain D) Teacher Professionalism				
1. Reflects on the extent to which the learning goals were met	___	___	___	___
2. Demonstrates a sense of efficacy	___	___	___	___
3. Uses self-evaluation, peer input, and supervisory feedback to continuously grow	___	___	___	___
4. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students	___	___	___	___
5. Communicates with parents or guardians about student learning	___	___	___	___
6. Assumes personal and professional responsibility	___	___	___	___

Comments:

Additional Comments by Teacher: _____ No Comments _____ Comments Attached on Separate Sheet _____

_____ _____ _____

Date Signed (indicating knowledge of report) Administrator

Appendix C - SUMMATIVE EVALUATION OF CERTIFICATED STAFF
Bowling Green City Schools

_____	_____	_____
Teacher	Date	Administrator

Performance Area 1 – Organizing Content for Student Learning

Performance Area 2 – Creating an Environment for Student Learning

Performance Area 3 – Teaching for Student Learning

Performance Area 4 – Teacher Professionalism

Teacher Comments;

Date _____ Signed _____
(signature indicates knowledge of report)

Administrator _____

Appendix D - PROFESSIONAL GOAL

Bowling Green City Schools

I. Name _____ II. Building _____ III. School Year _____ _____

IV. Position _____ V. Date initially discussed with principal/supervisor _____ / _____ / _____

VI. The specific objective to be targeted (related to my formative observation and evaluation documents, when relevant) is to:

This objective relates to which goal area: (circle) 1. organize content knowledge for student learning

2. create an environment for student learning 3. teach for student learning 4. demonstrate professionalism

VII. Steps to be taken to achieve the objective:	VIII. Date by which the step will be measured	IX. Way(s) by which level of success in meeting the step will be measured
A. _____	A. _____	A. _____
B. _____	B. _____	B. _____
C. _____	C. _____	C. _____
D. _____	D. _____	D. _____
E. _____	E. _____	E. _____

F. (Use the back of this sheet for additional steps to be taken.)

X. Principal/Supervisor's End-of-Year Summary of teacher's success toward meeting the goal:

XI. Teacher's End-of-Year Summary of success toward meeting the goal:

XII. Signature of Teacher _____

XIII. Signature of Principal/Supervisor _____

XIV. Date Completed Plan was reviewed with Principal/Supervisor:

_____ / _____ / _____

Appendix E – FORMATIVE OBSERVATION SHEET - CERTIFICATED / LIBRARY MEDIA SPECIALIST

Bowling Green City Schools

Teacher	School	Period	Grade and/or Subject	Observer	Date

NA – Not Applicable NS – Not Satisfactory NI – Needs Improvement S -

Perf. Area I: **Learning and Teaching**

CRITERIA

1. Designs, implements and evaluates instructional lessons/programs to meet the various information and learning needs of students and staff
2. Promotes, through the collaboration with classroom teachers, the integration of information skills in the instructional program
3. Responds to the immediate information needs of students

Comments:

NA	NS	NI	S

Perf. Area II: **Information Access and Delivery**

CRITERIA

4. Promotes a variety of information resources (electronic/print/media)
5. Organizes and maintains accurate databases for circulation and on-line collections
6. Instructs students and staff in the use of available information resources
7. Evaluates, selects and acquires instructional materials to support the instructional programs and pleasure reading

Comments:

NA	NS	NI	S

Perf. Area III: **Program Administration**

CRITERIA

8. Plans for, directs and supervises library budgets to maintain resources and materials
9. Organizes and supervises library personnel
10. Directs and organizes the physical facilities and resources of the library

Comments:

NA	NS	NI	S

Perf. Area IV. **Prof. Leadership and Collaboration**

CRITERIA

11. Collaborates with colleagues, students, administrators and parents to support the library program
12. Collaborates with other libraries and media centers to provide services to the learning community
13. Participates in professional organizations

Comments:

NA	NS	NI	S

Performance Area V: **Interpersonal Relations**

CRITERIA

14. Effective interpersonal relationships with students are demonstrated
15. Student self-concept is promoted
16. Student self-discipline and responsibility is fostered
17. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated
18. Praise, acceptance, and redirection are used to encourage student participation

Comments:

NA	NS	NI	S

Perf. Area VI: **Prof. Growth and Responsibilities**

CRITERIA

19. A willingness to keep curriculum and instruction practices current is demonstrated
20. The district-designated curriculum is followed
21. Board of Education policies and district rules and regulations are supported and followed
22. Professional responsibilities related to non-tardiness and attendance are carried out
23. Acceptance and recognition of out-of-class responsibilities are demonstrated
24. The highest standards of professionals are maintained

Comments:

NA	NS	NI	S

_____ ___/___/___

Signed (indicating knowledge of report Date

_____

Administrator/Supervisor Signature

ADDITIONAL COMMENTS BY TEACHER:

___ No Comments

___ Comments Attached on Separate Sheet

___ Comments:

Appendix F – FORMATIVE OBSERVATION SHEET - CERTIFICATED / SCHOOL NURSE
Bowling Green City Schools

Teacher	School	Period	Grade and/or Subject	Observer	Date

NA – Not Applicable NS – Not Satisfactory NI – Needs Improvement S -

Perf. Area I: **Health Assessment and Referral**
CRITERIA

1. Monitors the health status of all students through appropriate assessment, observation and consultation
2. Plans and implements health counseling, referrals, and follow-up to address identified health concerns
3. Attends to referrals in a reasonable time with appropriate feedback
4. Collaborates with members of the community in the delivery of health and social services
5. Utilizes knowledge of community health system and resources

Comments:

NA	NS	NI	S

Perf. Area II: **Illness and Injury**
CRITERIA

6. Assists school personnel, parents, and students to understand and comply with communicable disease control requirements and current health practices
7. Participates in the management of illness and injury occurring at school
8. Provides training and guidelines to enable school personnel to appropriately care for ill or injured students in the nurse's absence

Comments:

NA	NS	NI	S

Perf. Area III: **Health Education and School Environment**
CRITERIA

9. Assists in the development of positive health attitudes and practices through formal and informal instruction
10. Promotes a health school environment
11. Confers with the appropriate persons where specific health or safety issues are identified
12. Acts as a resource person to school staff regarding health education, curriculum, activities and materials

Comments:

NA	NS	NI	S

Perf. Area IV. **Special Needs**
CRITERIA

13. Participates in the identification and management of pupils suspected of being abused or neglected
14. Provides health information and makes special recommendations related to the health problems of the handicapped or chronically ill student
15. Performs skilled nursing procedures as necessary: follows rules of delegation and supervision as permitted by the Ohio Nurse Practice Act
16. Serves as a liaison between the parents and school staff to help meet students special health needs

Comments:

NA	NS	NI	S

Performance Area V: **Interpersonal Relations**
CRITERIA

17. Effective interpersonal relationships with students are demonstrated
18. Student self-concept is promoted
19. Student self-discipline and responsibility is fostered
20. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated
21. Demonstrates active listening, problem-solving, and crisis intervention strategies

Comments:

NA	NS	NI	S

Perf. Area VI: **Prof. Growth and Responsibilities**
CRITERIA

22. Supports and follows Board of Education and district policies
23. Professional responsibilities related to non-tardiness and attendance are carried out
24. Acceptance and recognition of out-of-class responsibilities are demonstrated
25. Assumes tasks and responsibilities appropriate for a certified school nurse
26. Meets the criteria for school nurse certification as defined by the Ohio Revised Code
27. Maintains the highest standards of nursing ethics and practice

Comments:

NA	NS	NI	S

_____ ____ /____ /____
Signed (indicating knowledge of report) Date

_____
Administrator/Supervisor Signature

ADDITIONAL COMMENTS BY TEACHER:

___ No Comments

___ Comments Attached on Separate Sheet

Comments:

Appendix G - FORMATIVE OBSERVATION SHEET - CERTIFICATED / PSYCHOLOGIST
Bowling Green City Schools

Teacher	School	Period	Grade and/or Subject	Observer	Date

NA – Not Applicable NS – Not Satisfactory NI – Needs Improvement S -

Perf. Area I: **Productive Techniques**

CRITERIA

1. Relates with students in a way that elicits their thoughts and concerns in addition to their best effort on assessment tasks
2. Conducts evaluations of children's needs, strengths, and weaknesses in a thorough and competent manner
3. Helps plan for appropriate intervention, placement, and educational programming
4. Writes child-study reports, which communicate and interpret assessment results in a comprehensible and concise manner
5. Consults with individuals and building teams to clarify problems, collect information, and develop behavioral interventions
6. Relates with parents to assist them in understanding children, coping with concerns, and solving problems
7. Provides leadership and guidance through the conduct of staffings and parent conferences
8. Establishes effective collaborative relationships
9. Demonstrates promptness and dependability in meeting appointments
10. Has a good working relationship with staff and other professionals
11. Attends to referrals in a reasonable time
12. Conducts self in an appropriate professional and ethical manner

NA	NS	NI	S

Comments:

Perf. Area IV. **Interpersonal Relations**

CRITERIA

13. Effective interpersonal relationships with students are demonstrated
14. Student self-concept is promoted
15. Student self-discipline and responsibility is fostered
16. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated
17. Praise, acceptance, and redirection are used to encourage student participation

NA	NS	NI	S

Comments:

Performance Area V: **Professional Growth and Responsibilities**

CRITERIA

18. Board of Education policies and district rules and regulations are supported and followed
19. Professional responsibilities related to non-tardiness and attendance are carried out
20. Acceptance and recognition of out-of-class responsibilities are demonstrated
21. The highest standards of professionals are maintained

NA	NS	NI	S

Comments:

ADDITIONAL COMMENTS BY TEACHER:

___ No Comments

___ Comments Attached on Separate Sheet

___ Comments:

_____ ____ /____ /____
Signed (indicating knowledge of report) Date

_____
Administrator/Supervisor Signature

Appendix H – FORMATIVE OBSERVATION SHEET - CERTIFICATED / COUNSELOR

Bowling Green City Schools

Teacher	School	Period	Grade and/or Subject	Observer	Date

NA – Not Applicable NS – Not Satisfactory NI – Needs Improvement S -

Perf. Area I: **Productive Counseling Techniques**

CRITERIA

1. Relates effectively with others
2. Helps students with personal as well as educational and vocational problems
3. Cooperates with administration regarding the development of the counseling program
4. Attends to, follows through, and reports back on administration referrals
5. Is understanding of parental concerns
6. Promotes free and open communication between school and home
7. Follows through with parents in reducing crises and/or responding to their needs for counseling services
8. Encourages students to use other service personnel when appropriate and actively assists in the accomplishment of the objective
9. Is sensitive to the role and problems of the teacher
10. Cooperates willingly with all school personnel

NA	NS	NI	S

Comments:

Perf. Area IV. **Interpersonal Relations**

CRITERIA

11. Effective interpersonal relationships with students are demonstrated
12. Student self-concept is promoted
13. Student self-discipline and responsibility is fostered
14. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated
15. Praise, acceptance, and redirection are used to encourage student participation

NA	NS	NI	S

Comments:

Performance Area V: **Professional Growth and Responsibilities**

CRITERIA

16. A willingness to keep curriculum and instruction practices current is demonstrated
17. The district-designated curriculum is followed
18. Board of Education policies and district rules and regulations are supported and followed
19. Professional responsibilities related to non-tardiness and attendance are carried out
20. Acceptance and recognition of out-of-class responsibilities are demonstrated
21. The highest standards of professionals are maintained

NA	NS	NI	S

Comments:

ADDITIONAL COMMENTS BY TEACHER:

___ No Comments

___ Comments Attached on Separate Sheet

___ Comments:

_____ ____ /____ /____

Signed (indicating knowledge of report) Date

_____

Administrator/Supervisor Signature

Appendix I – GRIEVANCE REPORT FORM

BOWLING GREEN SCHOOL DISTRICT

GRIEVANCE REPORT FORM **NUMBER** ☐

Grievant_____ Assignment_____

Date of Grievance_____

Specified section, policy, rule or regulation, law or statute violated:_____

_____

Statement of Grievance:_____

_____

_____

_____

_____

Suggested Remedy:_____

_____

_____

_____

_____

Date Filed:_____ Signature:_____

Forwarded by:_____ Date:_____

Received by:_____ Date:_____

_____

_____

_____

Date_____Signature_____Title_____

Forwarded by:_____ Date:_____

Received by:_____ Date:_____

Required number of copies:
(1) Grievant
(1) Involved Level of Administration
(1) Professional Rights and Responsibilities Committee

Bowling Green City Schools

Appendix J - CERTIFICATED SALARY SCHEDULE

Appendix J-1 - Index

	Non-Degree	BA	BA+15	150 Hrs	MA	MA+15	MA+30	Spec. MA+45	MA+60 Spec+15 PhD
STEP 0	0.8650	1.0000	1.0190	1.0380	1.0950	1.1430	1.1910	1.2390	1.2870
STEP 1	0.9000	1.0380	1.0595	1.0810	1.1430	1.1960	1.2490	1.3020	1.3550
STEP 2	0.9350	1.0760	1.1000	1.1240	1.1910	1.2490	1.3070	1.3650	1.4230
STEP 3	0.9700	1.1140	1.1405	1.1670	1.2390	1.3020	1.3650	1.4280	1.4910
STEP 4	1.0050	1.1520	1.1810	1.2100	1.2870	1.3550	1.4230	1.4910	1.5590
STEP 5	1.0400	1.1900	1.2215	1.2530	1.3350	1.4080	1.4810	1.5540	1.6270
STEP 6		1.2280	1.2620	1.2960	1.3830	1.4610	1.5390	1.6170	1.6950
STEP 7		1.2660	1.3025	1.3390	1.4310	1.5140	1.5970	1.6800	1.7630
STEP 8		1.3040	1.3430	1.3820	1.4790	1.5670	1.6550	1.7430	1.8310
STEP 9		1.3420	1.3835	1.4250	1.5270	1.6200	1.7130	1.8060	1.8990
STEP 10		1.3800	1.4240	1.4680	1.5750	1.6730	1.7710	1.8690	1.9670
STEP 11		1.4180	1.4645	1.5110	1.6230	1.7260	1.8290	1.9320	2.0350
STEP 12		1.4560	1.5050	1.5540	1.6710	1.7790	1.8870	1.9950	2.1030
STEP 13				1.5970	1.7190	1.8320	1.9450	2.0580	2.1710
STEP 14					1.7670	1.8850	2.0030	2.1210	2.2390
STEP 15						1.9380	2.0610	2.1840	2.3070
STEP 18	1.0750	1.4940	1.5455	1.6400	1.8150	1.9910	2.1190	2.2470	2.3750
STEP 20	1.1100	1.5320	1.5860	1.6830	1.8630	2.0440	2.1770	2.3100	2.4430
STEP 23	1.1450	1.5700	1.6265	1.7260	1.9110	2.0970	2.2350	2.3730	2.5110
STEP 27	1.1800	1.6080	1.6670	1.7690	1.9590	2.1500	2.2930	2.4360	2.5790

BOWLING GREEN EDUCATION ASSOCIATION SALARY SCHEDULE
2008-2009

Appendix J-2
Base $31,367

	Non-Degree	BA	BA+15	150 Hrs	MA	MA+15	MA+30	Spec. MA+45	MA+60 Spec+15 PhD
STEP 0	27132	31367	31963	32559	34347	35852	37358	38864	40369
STEP 1	28230	32559	33233	33908	35852	37515	39177	40840	42502
STEP 2	29328	33751	34504	35257	37358	39177	40997	42816	44635
STEP 3	30426	34943	35774	36605	38864	40840	42816	44792	46768
STEP 4	31524	36135	37044	37954	40369	42502	44635	46768	48901
STEP 5	32622	37327	38315	39303	41875	44165	46455	48744	51034
STEP 6		38519	39585	40652	43381	45827	48274	50720	53167
STEP 7		39711	40856	42000	44886	47490	50093	52697	55300
STEP 8		40903	42126	43349	46392	49152	51912	54673	57433
STEP 9		42095	43396	44698	47897	50815	53732	56649	59566
STEP 10		43286	44667	46047	49403	52477	55551	58625	61699
STEP 11		44478	45937	47396	50909	54139	57370	60601	63832
STEP 12		45670	47207	48744	52414	55802	59190	62577	65965
STEP 13				50093	53920	57464	61009	64553	68098
STEP 14					55425	59127	62828	66529	70231
STEP 15						60789	64647	68506	72364
STEP 18	34538	46862	48478	51442	56931	62452	66467	70482	74497
STEP 20	35662	48054	49748	52791	58437	64114	68286	72458	76630
STEP 23	36787	49246	51018	54139	59942	65777	70105	74434	78763
STEP 27	37911	50438	52289	55488	61448	67439	71925	76410	80895

BOWLING GREEN EDUCATION ASSOCIATION SALARY SCHEDULE
2009-2010

Appendix J-3
Base $32,230

	Non-Degree	BA	BA+15	150 Hrs	MA	MA+15	MA+30	Spec. MA+45	MA+60 Spec+15 PhD
STEP 0	27879	32230	32842	33455	35292	36839	38386	39933	41480
STEP 1	29007	33455	34148	34841	36839	38547	40255	41963	43672
STEP 2	30135	34679	35453	36227	38386	40255	42125	43994	45863
STEP 3	31263	35904	36758	37612	39933	41963	43994	46024	48055
STEP 4	32391	37129	38064	38998	41480	43672	45863	48055	50247
STEP 5	33519	38354	39369	40384	43027	45380	47733	50085	52438
STEP 6		39578	40674	41770	44574	47088	49602	52116	54630
STEP 7		40803	41980	43156	46121	48796	51471	54146	56821
STEP 8		42028	43285	44542	47668	50504	53341	56177	59013
STEP 9		43253	44590	45928	49215	52213	55210	58207	61205
STEP 10		44477	45896	47314	50762	53921	57079	60238	63396
STEP 11		45702	47201	48700	52309	55629	58949	62268	65588
STEP 12		46927	48506	50085	53856	57337	60818	64299	67780
STEP 13				51471	55403	59045	62687	66329	69971
STEP 14					56950	60754	64557	68360	72163
STEP 15						62462	66426	70390	74355
STEP 18	36437	48152	49811	52857	58497	64170	68295	72421	76546
STEP 20	37623	49376	51117	54243	60044	65878	70165	74451	78738
STEP 23	38810	50601	52422	55629	61592	67586	72034	76482	80930
STEP 27	39996	51826	53727	57015	63139	69295	73903	78512	83121

BOWLING GREEN EDUCATION ASSOCIATION SALARY SCHEDULE
2010-2011

Appendix J-4
Base $33,036

	Non-Degree	BA	BA+15	150 Hrs	MA	MA+15	MA+30	Spec. MA+45	MA+60 Spec+15 PhD
STEP 0	28576	33036	33664	34291	36174	37760	39346	40932	42517
STEP 1	29732	34291	35002	35712	37760	39511	41262	43013	44764
STEP 2	30889	35547	36340	37132	39346	41262	43178	45094	47010
STEP 3	32045	36802	37678	38553	40932	43013	45094	47175	49257
STEP 4	33201	38057	39016	39974	42517	44764	47010	49257	51503
STEP 5	34357	39313	40353	41394	44103	46515	48926	51338	53750
STEP 6		40568	41691	42815	45689	48266	50842	53419	55996
STEP 7		41824	43029	44235	47275	50017	52758	55500	58242
STEP 8		43079	44367	45656	48860	51767	54675	57582	60489
STEP 9		44334	45705	47076	50446	53518	56591	59663	62735
STEP 10		45590	47043	48497	52032	55269	58507	61744	64982
STEP 11		46845	48381	49917	53617	57020	60423	63826	67228
STEP 12		48100	49719	51338	55203	58771	62339	65907	69475
STEP 13				52758	56789	60522	64255	67988	71721
STEP 14					58375	62273	66171	70069	73968
STEP 15						64024	68087	72151	76214
STEP 18	36437	49356	51057	54179	59960	65775	70003	74232	78461
STEP 20	37623	50611	52395	55600	61546	67526	71919	76313	80707
STEP 23	38810	51867	53733	57020	63132	69276	73835	78394	82953
STEP 27	39996	53122	55071	58441	64718	71027	75752	80476	85200

Bowling Green City Schools

Appendix K – SUPPLEMENTAL SALARY SCHEDULE

Index applies to the current B.A. base: $31,367 – 2008-2009
$32,230 – 2009-2010
$33,036 – 2010-2011

Step	0	1	2	3	4	5	10
High School Athletic Director	.2150	.2200	.2250	.2300	.2350	.2400	.2550
Head Coaches Football/Basketball	.1900	.1950	.2000	.2050	.2100	.2150	.2300
Marching Band	.1850	.1900	.1950	.2000	.2050	.2100	.2250
Junior High Athletic Director							
Head Coaches Volleyball/Baseball/Track/ Softball/Hockey/Wrestling/ Gymnastics/Soccer	.1500	.1550	.1600	.1650	.1700	.1750	.1900
Computer Rep/Tech Rep	.1200	.1250	.1300	.1350	.1400	.1450	.1600
Assistant Coaches Football/Basketball **Head Coach** – Cross Country **Trainer** – Football	.1150	.1200	.1250	.1300	.1350	.1400	.1550
Assistant Marching Band	.1100	.1150	.1200	.1250	.1300	.1350	.1500
Assistant Athletic Director **Assist. Coaches** – Volleyball/Baseball/Track Softball/Hockey/Wrestling/ Gymnastics **Head Coach** – Golf/Tennis **Faculty Manager** – HS **Trainer** – Winter/Spring **Cheerleader Advisor** – HS (per season)	.1000	.1050	.1100	.1150	.1200	.1250	.1400

+ Soccer Asst. Coach (non-agreement position)

Step	0	1	2	3	4	5	10
Ninth Grade Coaches Football/Basketball/ Wrestling/Volleyball/Track	.0900	.0950	.1000	.1050	.1100	.1150	.1300
Drama – HS **Musical** – HS **Yearbook** –HS **Faculty Manager** – JH	.0900	.0925	.0950	.0975	.1000	.1025	.1100
Newspaper – HS	.0800	.0825	.0850	.0875	.0900	.0925	.1000
7th/8th Grade Coaches Football/Basketball/ Wrestling/Volleyball/ Track/Cross Country	Co-Asst. JH Wrestling (non-agreement position) Asst. Cross Country Coach (non-agreement position)						
Choral Activities **Equipment Manager** Football **Intramurals** – HS **Student Council** – HS	.0750	.0775	.0800	.0825	.0850	.0875	.0950
Title One Coordinator 2005-2006 Asst. Supt. of Curr&Instr.	.0700	.0725	.0750	.0775	.0800	.0825	.0850
Band – JH **Cheerleader Advisor** – 9th Grade (per season) **Choral** – JH **Dance Team Advisor** - HS **Dance Team Advisor** – JH **Department Head** **Equipment Manager** – Other Sports **Grade Level Chair** **Orchestra** – JH **Team Leader**	.0600	.0625	.0650	.0675	.0700	.0725	.0800
Assistant Faculty Mgr. – HS **Concert Band** – HS **Drama Club** – HS	.0500	.0525	.0550	.0575	.0600	.0625	.0700

Step	0	1	2	3	4	5	10
Industrial Arts – HS **Jazz Band** – JH/HS **Student Council** – JH	.0450	.0475	.0500	.0525	.0550	.0575	.0650
Boy Choir Coordinator **Entry Year mentor** **(.0400 /00)** **Instrumental Music Coord.** **LPDC Chair** **(new 02-03)**	.0400	.0425	.0450	.0475	.0500	.0525	.0600
Head Coach – Bowling **Weightlifting** – per season, including summer **Pep Band** **Hockey Liaison**	.0350	.0375	.0400	.0425	.0450	.0475	.0550
Conflict Manager – SH **(new 02-03)** **Conflict Manager – JH** **(new 02-03)** **Honors Orff** **Quiz Bowl** – position/salary may be split into two positions **Safety Patrol** – Elementary, position/salary may be split into two positions **Student Council** – Elementary **Yearbook** – JH	.0300	.0325	.0350	.0375	.0400	.0425	.0500
Camp – Elementary, when less than 5 days, pro-rated **Swimming Liaison** **Prom Advisor(s)** **Industrial Arts** – JH	.0200	.0225	.0250	.0275	.0300	.0325	.0400

National Honor Society Advisor (non-agreement position 12/13/05 start 05-06

Appendix L – Wood County Schools Consortium SuperMed Plus HAS

Eff. 7/1/06		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	23 Dependent / 25 Student Removal upon End of Calendar Year	
Lifetime Maximum	$2,000,000	
Benefit Period Deductible – Single/Family[1] *	$2,200/$4,400	$2,700/$5,400
Coinsurance	100%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$0/$0	$5,000/$10,000
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	60% after deductible
Urgent Care Office Visit	100% after deductible	60% after deductible
Voluntary Second Surgical Opinion	100% after deductible	60% after deductible
Surgical Services in Physicians Office	100% after deductible	60% after deductible
All Immunizations	100% after deductible	60% after deductible
Allergy Testing and Treatments	100% after deductible	60% after deductible
Preventative Services		
Routine Physical Exams	100%	60% after deductible
Well Child Care Services including Exam and Immunizations (To age 9)	100%	60% after deductible
Well Child Care Laboratory Tests (To age 9)	100%	60% after deductible
Routine Vision Exams (includes Refraction)	100%	60% after deductible
Routine Hearing Exams	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Laboratory, X-ray and Medical Tests (Age 9 and older)	100%	60% after deductible
Routine Endoscopic Services (Age 9 and older)	100%	60% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	100% after deductible	60% after deductible
Diagnostic Services	100% after deductible	60% after deductible
Physical / Occupational / Chiropractic Therapies – (Professional: subject to periodic medical necessity review; Facility: Unlimited)	100% after deductible	60% after deductible
Speech Therapy – (Professional: subject to periodic medical necessity review; Facility: Unlimited)	100% after deductible	60% after deductible
Cardiac Rehabilitation	100% after deductible	60% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	60% after deductible

* Deductible is minimum amount to be deposited into HAS.

Note: Deductibles are subject to changes as per Federal Regulations ~ Huntington Insurance

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	60% after deductible
Diagnostic Services	100% after deductible	60% after deductible
Professional Services	100% after deductible	60% after deductible
Maternity	100% after deductible	60% after deductible
Physical Rehabilitation (60 days per benefit period)	100% after deductible	60% after deductible
Skilled Nursing Facility (180 days per benefit period)	100% after deductible	60% after deductible
Additional Services		
Jobst/Elastic Stockings	100% after deductible	60% after deductible
Ambulance	100% after deductible	60% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100% after deductible	60% after deductible
Home Healthcare	100% after deductible	60% after deductible (30 visits per benefit period)
Hospice	100% after deductible	60% after deductible
Organ Transplants ($1,000,000 lifetime maximum for all except kidney and cornea)	100% after deductible	50% after deductible
Prescription Drugs[2]	100% after deductible	
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	100% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	100% after deductible	60% after deductible ($500 per benefit period for Substance Abuse)
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	100% after deductible	60% after deductible (Mental Health limited to 10 visits per benefit period; Substance Abuse limited to $500 per benefit period for Substance Abuse)

Note: Services requiring a co-payment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible.
[2]Failure to present an ID card may result in decreased benefits.

MEDICAL MUTUAL

SuperMed Plus

LETTER OF UNDERSTANDING (1)

April 25, 2006

Mr. Jeff Nichols
Bowling Green Education Association
c/o Bowling Green City Schools
140 South Grove Street
Bowling Green, Ohio 43402

RE: Professional Standards

Dear Jeff:

In the course of our recent negotiations concerning a new labor agreement, there was discussion concerning Section 4.8, Professionalism, of the agreement. As discussion proceeded, the Board of Education agreed to withdraw its proposal on this Section, subject to the understandings set forth in this letter.

It is understood that the Association will redouble its efforts to encourage its members to observe the professionalism standards set forth in Section 4.8. More particularly, with respect to the issues of dress, manner and conduct, the Association and the Board will jointly commit to high standards and a recognition that teachers serve as important role models for their students. This message will be incorporated into the orientation program for new teachers and the opening day program for all teachers. Following the opening of school, both the Board and the Association will continue through the Communications Committee and other available forums to emphasize the importance of having teachers observe high standards of dress, manner and conduct and to serve as positive role models for their students.

If this letter accurately reflects our understandings on this issue, please signify your assent by affixing your signature on the line provided below.

For The Bowling Green City School District

____*Hugh Caumartin*_____
Hugh Caumartin, Superintendent

For The Bowling Green Education Association

__*Jeffrey Nichols*_____
Jeff Nichols, President

LETTER OF UNDERSTANDING (2)

April 15, 2008

Mr. Jeff Nichols
Bowling Green Education Association
Bowling Green City Schools
140 South Grove Street
Bowling Green, Ohio 43402

Re: Professional Standards

Dear Jeff:

In the course of our recent negotiations concerning a new labor agreement, there was discussion concerning the assignment of teachers to bus duty. The District Administration is aware that there are concerns on the part of teachers about the procedures for assigning and conducting bus duty.

Administration representatives will meet with each building to share data and receive input regarding the means by which bus duty is accomplished in the District and in the particular building. The District Administration will then assist buildings in developing plans that set forth general parameters on matters impacting bus duty. Beyond such general parameters, Building Administrators will then work cooperatively with teachers in each building to explore improvements in the manner in which bus duty is structured and assigned.

If this letter accurately reflects our understandings on this issue, please signify your assent by affixing your signature on the line provided below.

For the Bowling Green City School District

__*Hugh Caumartin*_____
Hugh Caumartin, Superintendent

For the Bowling Green Education Association

___*Jeff Nichols*____
Jeff Nichols, President

Letter of Understanding

April 15, 2008

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Bowling Green Education Association
c/o Bowling Green City Schools
140 South Grove Street
Bowling Green, Ohio 43402

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For the Bowling Green
City School District

Hugh Caumartin, Superintendent

For the Bowling Green Education
Association

Jeff Nichols, President

Letter of Understanding

April 25, 2006

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Bowling Green Education Association
c/o Bowling Green City Schools
140 South Grove Street
Bowling Green, Ohio 43402

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If this letter accurately reflects our understandings on this issue, please signify your assent by affixing your signature on the line provided below.

FOR THE BOWLING GREEN CITY SCHOOL DISTRICT

Hugh Caumartin, Superintendent

FOR THE BOWLING GREEN EDUCATION ASSOCIATION

Jeff Nichols

tem\bgschool\bgeatentative.agmt.doc

10-MED-01-0028
1266-01
K265116

2010 SEP -1 P 1:44

AGREEMENT

BETWEEN THE

MENTOR BOARD OF EDUCATION

AND THE

MENTOR TEACHERS ASSOCIATION

2010 – 2012

AGREEMENT
BETWEEN THE
MENTOR BOARD OF EDUCATION
AND THE
MENTOR TEACHERS ASSOCIATION

2010-2012

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ARTICLE I – PROFESSIONAL NEGOTIATIONS AGREEMENT

A. AGREEMENT

1. **Recognition** – The Mentor Exempted Village Board of Education (hereinafter referred to as "Board" or "Employer") recognizes the Mentor Teachers Association, an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA) (hereinafter referred to as "Association" or "MTA"), as the sole and exclusive representative of the bargaining unit as defined in Article I, A., 4., for purposes of collective bargaining with respect to rates of pay and all other conditions of employment within the bargaining unit.

2. **Discrimination** – The Association's right to exclusive representation for the term of this Agreement shall not be abridged or in any manner diminished on account of any member of the bargaining unit not holding membership in the Association. The Association shall be obligated to represent all members of the bargaining unit for purposes of negotiation, in the grievance procedure, and in any other respect where the Association customarily exercises its right to represent. Such representation shall be irrespective of the race, color, creed, national origin, sex, age, disability, or marital status of any member of the bargaining unit.

3. **Board Rights** – Nothing herein shall be construed in any manner to diminish the authority of the Board in respect to any power, right, responsibility, or duty conferred on boards of education by federal and/or state statutes, regulations, and the common law unless specifically set forth in this Agreement or previously and subsequently negotiated terms in effect as between the Board and the Association which are specifically set forth in writing.

4. **Bargaining Unit** – The bargaining unit for which the Association is exclusive representative shall consist of:

   a. Certified/licensed teachers regularly employed in classroom teaching and long-term substitutes.

   b. Guidance counselors, therapists, pathologists, media specialists, staff psychologists, nurses, and reading consultants. Upon retirement or resignation from the District, nurses will be replaced by health aides not included in the MTA bargaining unit, provided that the District shall maintain a minimum of three (3) nurses. When a nurse departs due to attrition, the position shall be allocated among the remaining nurses by seniority.

   c. Tutors, except home instructors, as provided in Article VIII.

   EXCLUSIONS: No employee who occupies the position of supervisor, superintendent, assistant superintendent, principal and assistant principal,

confidential employee, management employee, home instructor, or short-term substitute shall be considered a member of the bargaining unit. In the event of a dispute between the Association and the Board in respect to the question of whether a particular employee of the Board falls within one of the classifications excluded from the bargaining unit as herein defined, that dispute shall be referred to the final step of the grievance procedure as set forth herein. Both the Board and the Association agree that the definitions of such excluded classifications shall be governed by the Ohio Revised Code except as otherwise defined herein.

5. **Promotion** – Nothing in this Agreement shall limit the right of the Board to promote consenting employees from the bargaining unit to existing or future positions outside the bargaining unit.

6. In the event that job classifications other than those listed in Article I, A., 4., of this Agreement are established after the date of this Agreement and by reason of the nature of the position are not excluded from the bargaining unit as set forth in this Article I, A., 6., then the Board upon request shall meet with the Association to discuss whether such classification should be added to the existing bargaining unit. If the parties are unable to agree, the matter shall be referred to arbitration in accordance with the provisions of Article VII of this Agreement.

7. The term "bargaining unit" or "unit" wherever used herein refers collectively to the employees employed in the job classifications listed in Section A., 4., and to other employees added thereto by reason of Section A., 6., of this Article.

8. From time to time throughout this Agreement the word "teacher" is used in place of the words "member of the bargaining unit" or "employee". Unless the sense of the section in which the word "teacher" is used is clearly limited to mean only classroom teachers, the word "teacher" is meant to cover all members of the bargaining unit.

B. REPRESENTATION AND DUES

1. Upon receipt of a properly signed authorization form, which shall be provided by the Association, the Board will cause a deduction to be made according to established schedules for Association dues and assessments. Such form shall be revocable at any time by a member of the bargaining unit provided, however, the Board assumes no responsibility for deductions made in those situations where the employee does not execute a revocation form in sufficient time for the Board to change its records for the next payroll.

2. For the purpose of Association deductions, the Board shall remit such deductions to the Association prior to the end of the month for which such deduction is made. The Association agrees that it will indemnify and save the Board harmless from and against any and all bargaining unit members' claims, demands, suits, or forms of liability that shall arise out of or by reason

of action taken hereunder. The bargaining unit member shall provide the Board Treasurer with at least a two pay period written notice prior to termination of the deduction. The Board shall notify in a timely manner the Association of any changes in the dues deduction.

C. **NEGOTIATION PROCEDURE**

1. **Scope of Negotiations** – The Board and the MTA shall bargain in good faith according to O.R.C. 4117 on wages, hours, terms and conditions of employment.

   It is herewith agreed that no provision of Ohio Revised Code 4117.14 or any other section of the Code purporting to establish for public sector bargaining a process of negotiation, dispute resolution, settlement, or approval shall be applicable as between the Association, its members, and the Board save and except those specific provisions of the Code which permit public employers and the bargaining agent for employees of a public employer to reach agreement on issues other than as provided for by law. The methods of negotiation, dispute resolution, settlement, and approval set forth in this Article shall be the exclusive manner and authority whereby the parties hereto shall seek to reach agreement on all mandatory and permissive subjects of bargaining. Nothing contained herein shall be construed to prevent any party from filing a charge with the State Employment Relations Board in respect to the suspected commission of an unfair labor practice.

2. **Negotiation Planning** – In the year preceding expiration of the current agreement, the Superintendent and a representative of the Board's team along with the Association President and a representative from the Association's team shall, by October 1, meet to determine if a traditional or alternative bargaining style shall be used in negotiations the next year. If an alternative bargaining style is selected, this four (4) person group will determine the alternative style, preferred meeting times (during or after the school day; weekends), and any other procedural issues. If there is no agreement for an alternative bargaining style by October 1, the parties shall utilize a traditional bargaining method.

3. **Requests for Negotiations** – If either of the parties desires to open negotiations for a successor Agreement, it shall notify the other party in writing not earlier than January 1 or not later than January 31 of the year in which this Agreement expires. Written notice from the MTA shall be served on the Superintendent; written notice from the Board shall be addressed to the President of the MTA. The party giving notice shall also serve a copy of the written notice, together with a copy of the Agreement, on the State Employment Relations Board (SERB).

4. **Bargaining**

a. **Bargaining – Alternate Model** -The Board and the Association may enter into an alternate negotiation model by mutual agreement. Should an alternative model be used:

(1) The parties agree to the appropriate training,

(2) The parties agree to establish general rules,

(3) The parties agree to develop a transitional plan to facilitate the return, if necessary, to traditional bargaining,

(4) The parties agree to waive the provisions contained in C., 3., 4., 5., and 7., a., below while bargaining under an alternative negotiation model.

b. **Bargaining – Traditional**

(1) Within thirty (30) days after receipt of such notice, but not later than March 1 of the year in which this Agreement expires, an initial negotiations meeting will be held unless the parties otherwise mutually agree.

(2) Items for negotiation, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added unless mutually agreed to by both parties.

(3) The initial session and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session or until all matters submitted for bargaining have been agreed to or otherwise resolved.

5. **Representation**

a. **Bargaining Team** – The bargaining procedure shall be conducted between representatives of the Board and the MTA. These representatives shall be known as the bargaining teams. Each team may consist of no more than eight (8) members, including two (2) observers, unless by mutual agreement. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.

b. **Bargaining in Executive Session** – All bargaining shall be private, and no transcript or recording shall be permitted. This section shall not preclude the taking of notes, the compilation of memoranda and/or

distribution of notes or memoranda by either side to any person, or party, in conformance with 4117.

6. **Other**

   a. **Caucus** – Either bargaining team may call for a caucus during a bargaining session. If a caucus extends beyond thirty (30) minutes, the calling party shall inform the other party of the expected duration.

   b. **Exchange of Information** – The Board and the Association agree to provide the other upon request pertinent information to areas that may be discussed during the bargaining period within ten (10) weekdays excluding holidays, if school is not in session. (This does not require the administration to organize and prepare information in a different form than it currently exists unless it has been or is being prepared for themselves.)

7. **Agreement**

   a. Tentative agreements on negotiated items shall be reduced to writing and initialed by a representative of each party. The tentative agreement shall be recommended by the respective teams to the parties it represents.

   b. The final agreement reached through negotiations shall, without delay, be reduced to writing and submitted to the bargaining unit represented by the MTA for ratification. Upon such ratification, the agreement shall be submitted to the Board for ratification at its next regularly scheduled meeting or within ten (10) weekdays, excluding holidays, whichever is sooner. If ratified, the agreement shall then be properly signed and dated on behalf of the parties. A copy shall be served upon SERB.

   c. A vote by the Association or Board to disapprove shall once again restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval.

8. **Dispute Resolution**

   a. **Mediation** – At any time during the bargaining process either side may request with or without a declaration of impasse the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to agreement on any issue.

      Mediation shall be intended to be the final step in the process. Should mediation be unsuccessful in resolving the dispute, however, other steps for the resolution of the dispute may be entered into provided all such steps are mutually agreed upon by the parties.

   b. In the event no agreement has been reached, approved, and ratified prior to the expiration date of the current Agreement, the Association

shall be free to engage in a work stoppage. The Association, in the event it determines to engage in a work stoppage, shall be obligated to provide the Board written notice of its intention at least ten (10) full weekdays prior to the work stoppage. Included in the notice the Association shall state the date upon which its members shall refuse to report to work. Thereafter, should the Association rescind its strike notice, timely notice of this shall be delivered to the Board. The Board, in the event of a work stoppage, shall have such rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

ARTICLE II – RIGHTS

A. MANAGEMENT RIGHTS

1. The Association recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive function of the Board to maintain order, efficiency, and general operational responsibility for the schools and its programs, training and support functions; to hire, direct, classify, temporarily reassign, assign, schedule, transfer, evaluate, promote, demote, and layoff employees; and also to discipline or discharge employees; to make and alter reasonable rules and regulations to be observed by employees; to determine the classifications, size, and duties of the work force; to determine reasonable levels of quality and quantity of work; to determine work methods, materials, and equipment; to determine staffing patterns; to assign and allocate work within and between schools and departments; to reorganize, discontinue, or enlarge any schools or departments or portions thereof; and to generally otherwise carry out all other ordinary and customary functions of a board of education.

   The Association undertakes for itself, its agents, representatives, and members to cooperate fully with the Board in the exercise of these management rights.

2. The Board reserves the right to determine in its sole judgment and discretion the degree and extent of subcontracting; provided, however, no member of the bargaining unit shall suffer the loss of his/her job on account thereof.

B. ASSOCIATION RIGHTS

1. The Board respects the right of employees to become active members in their Association(s) and respective professional organizations.

2. The Board recognizes the Mentor Teachers Association as the professional representative for the teachers of the Mentor School District. Exclusive recognition shall entitle the negotiating unit to those rights guaranteed by Ohio law and certain other rights. These rights shall include:

   a. The school district will make available to the MTA facilities and equipment for conducting meetings and Association activities. No fees will be charged for such use unless custodial overtime is incurred as part of facility use. The Association shall coordinate usage with the building administrator.

   b. Appropriate Association officials will be released for agreed periods of time for Association work with appropriate and related salary and work load adjustments. The Association shall inform the Administration of any desired released time assignments as early as possible for each succeeding school year. The Association shall provide the Administration with job descriptions for any Association personnel involved in released time assignments.

c. Duly authorized representatives of the MTA shall be free to visit all buildings for MTA business upon notification to the building administrator and in accordance with established school procedures and insofar as such visits do not interfere with the teacher's professional duties.

d. When the Association President is assigned to the middle or the high school, he/she shall not be assigned a duty and the administration shall attempt to place her/his non-assigned period during the last period of the day. Where an elementary teacher serves as Association President, she/he shall meet with the Superintendent to make some determination with respect to release time for Association business.

e. The Association shall be entitled to:

(1) The use of faculty bulletin boards used for staff information according to school procedure;

(2) Announcements at faculty meetings according to school procedure;

(3) The use of the public address systems according to school system procedure;

(4) Distribution of faculty bulletins to teachers according to normal school procedure(s);

(5) The agenda of the Board of Education [two (2) copies] and minutes of each Board of Education official meeting [one (1) copy];

(6) The Association shall provide the Board with a list of up to ten (10) dates by August 1 for Association functions, and the Board will not schedule school or district meetings on those dates.

(7) Released time, with no loss in pay or other leave time, as is necessary for Association representatives/witnesses to take part in meetings/hearings scheduled between the Board and the Association during their regular workday;

(8) A list of new teachers' names, building, and assignments as complete as such a list can reasonably be prepared prior to New Teacher Orientation; the right to disseminate materials at New Teacher Orientation; and the privilege of making a brief address at New Teacher Orientation;

(9) A timely list/updates of all teachers' names and assignments as available and upon reasonable request;

(10) The right to disseminate materials at general staff meetings;

(11) Nonconfidential materials related to the Board meeting agenda topics such as financial information and teacher reappointment lists prior to Board meetings as the same are available;

(12) Timely lists of teachers on twenty-four (24) pays along with timely notification of Association payroll deductions and changes;

(13) Normal courier service among buildings including the MTA office if situated in Mentor and timely notice of the routes and schedule for purposes of inter-school mail distribution, without charge;

(14) Professional leave, but with no expense allowance, for MTA duly elected delegates to attend the OEA Representative Assembly;

(15) Access to the high school print shop at going rates and subject to the Superintendent's sole discretion on the same basis as any other school-related extracurricular activity.

(16) In order to attend Board of Education meetings scheduled wholly or partially during the school day, the MTA President shall notify the appropriate building principal with sufficient notice so that the administrator can make arrangements for class coverage. At the conclusion of the meeting, the MTA President shall immediately report to the building administrator and then to the classroom. At the option of the administrator, a substitute may be provided.

(17) The MTA President shall have the right to request that an MTA representative serve on specific district-wide committees involving teacher concerns.

(18) By November 1 of each school year, the MTA President shall have an opportunity to review the Board Policy Book with the Secretary of the Board for purposes of update. The Association shall be responsible for updating its Policy Book upon receipt of policy updates. By November 1 of each school year, the MTA shall receive a copy of each Building Handbook and Extracurricular Handbooks.

(19) The MTA President or Vice President, in the absence of the MTA President, shall have the opportunity to address the Board of Education at Board meetings at times provided for such input by the Board President. The MTA shall notify the Superintendent and Treasurer by June 1 of each year of the names of the elected officers of the Association.

3. **Agency Fee**

a. **Payroll Deduction of Agency Fee** – The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, an agency fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

b. **Notification of the Amount of Agency Fee** – Notice of the amount of the annual agency fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

c. **Schedule of Agency Fee Payors** – Payroll deduction of such annual agency fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: (1) sixty (60) days employment in a bargaining unit position which shall be the required probationary period or (2) January 15. The Association President or designee shall advise the Board treasurer of those bargaining unit members who are agency fee payors.

d. **Upon Termination of Membership during the Membership Year** – The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the agency fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual agency fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

e. **Transmittal of Deductions** – The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such agency fee deductions were made, the period covered, and the amounts deducted for each.

f. **Procedure for Rebate** – The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall

be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

g. **Entitlement to Rebate** – Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the agency fee pursuant to the internal procedure adopted by the Association.

h. **Indemnification of Employer** – The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Employer, including the Board, its officers, members, agents, and employee(s) who implements the deduction, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

(1) When possible, the Association shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;

(2) The Association shall reserve the right to designate counsel to represent and defend the Employer;

(3) The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

(4) The Employer acted in good faith compliance with the agency fee provision of this Contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such agency fee provision herein.

4. **Compensation to MTA Officers for Union Activities in Accordance with STRS** – Upon written request of the MTA, the following MTA officers shall be assigned to the MTA to conduct MTA business. These employees shall be paid an annual stipend by the Board in accordance with the Mentor Teachers Association Constitution and By-Laws. The MTA President will notify the School District Treasurer prior to September 5 of each school year of the name of the officer and the amount of the stipend. One half of this stipend shall be paid to the employees by January 15 and one half shall be paid to the employees by May 15.

President
Vice President
Treasurer
Secretary
High School Chair
Middle School Chairs
2 Elementary Co-Chairs

The total cost of the STRS contributions will be deducted from the stipend amount and the MTA shall reimburse the Board for the cost of the stipends (and appropriate administrative costs) two weeks prior to the pay date.

Upon written request of the North Eastern Ohio Education Association (NEOEA), the Ohio Education Association (OEA), and/or the National Education Association (NEA), an officer of said Associations shall be assigned to the appropriate Association to conduct Association business. These employees shall be paid an annual stipend by the Board in the amount indicated in the written request.

The total cost of the stipend as well as the Board's share of STRS, Medicare, and other benefits, as applicable, will be reimbursed by NEOEA, OEA, and/or NEA.

ARTICLE III – PROFESSIONAL CONCERNS

A. TEACHER WORK YEAR

1. The length of a teacher's work year, not counting compensated extended time, shall not exceed one hundred eighty-seven (187) days. For the 2010-11 and 2011-12 years, the teacher work year shall not exceed one hundred eighty-eight (188) days, with the added day paid at the teacher's per diem rate. The added day will be used by faculty members to prepare for the start of the instructional year. The parties agree that at the close of the 2011-12 school year, representatives shall evaluate the effectiveness of the additional day. Labor Day, Memorial Day, and Thanksgiving Day shall be paid holidays. NEOEA Day shall be a non-paid, non-work day. At the beginning of the school year, two (2) days in the one hundred eighty-seven (187) day work year shall be mandatory in-service days. The final day shall be designated a records day. As to professional records/in-service days, the Superintendent shall have authority to direct time spent in maintaining and completing professional records or in other approved activity on such days. The placement of the fourth in-service day will be determined by the Calendar Committee. Teachers shall have at least one-half (1/2) day of the two (2) in-service days prior to the start of the student year to engage in self-directed professional activities. One-half of the January in-service day shall be used for in-service activities, and the other one-half day to be used by teachers for self-directed professional activities. MTA shall assist with the planning of the January in-service program by appointing three (3) teachers to serve on an in-service committee along with three (3) administrators appointed by the Superintendent. The January in-service day shall be available to intervention specialists for self-directed activities.

2. **Calamity Days** – Individual staff assignments shall be carried out in accordance with contract provisions, statute, policy, and rules and regulations for days defined in the school calendar, unless it becomes necessary for the Superintendent to close the schools (or a school) for calamity, emergency, etc., as defined in the Ohio Revised Code. A staff member may not deviate from their regular schedule. When the Superintendent determines to close a school or schools on account of a calamity or emergency, as defined as above, staff shall be informed through established channels of communication.

   Calamity days that are required by the laws of Ohio to be rescheduled during the term of this agreement shall be rescheduled on President's Day. If additional days occur, any additional days will be made up at the end of the year. These rescheduled days shall be part of the regular schedule and shall not result in additional remuneration to bargaining unit members.

3. **Teacher Workdays** – The maximum length of a teacher's workday shall be:

   a. High School 7 hours, 45 minutes
   b. Middle Schools 7 hours, 30 minutes
   c. Elementary Schools 7 hours, 15 minutes
   d. Psychologists shall have the same hours as their assigned building; flexible starting and ending times may be approved by the building principal.

   All professional records/in-service days shall be from 8:00 a.m.-3:30 p.m. The final records day shall include a morning meeting at the building administrator's option followed by checkout. Each building's faculty council will create a schedule for the day, except that the building administrator may determine whether a morning meeting is held. The administrator will create the agenda of the morning meeting if one is held.

   The time before student arrival or after student dismissal may be adjusted, with administrative approval, for causes of extenuating circumstances. The administrative decision will be final and nongrievable.

   Unless an emergency circumstance arises, nine building meetings per year may extend the teacher workday (using 45 minutes as a guideline). Other faculty meetings may be held within the teacher workday. Faculty meetings will not be scheduled outside the normal work day merely for the purpose of sharing information that could reasonably and effectively be communicated by other means (memo, e-mail, etc.)

   No less than a thirty (30) minute duty-free lunch period shall be included within each teacher's workday.

   Each teacher shall be free to leave the building during the lunch period provided he/she notifies, in advance, the principal, or designee. No teacher shall leave the building during an emergency without authorization from the building administrator. Such authorization shall not be unreasonably withheld.

4. **Preparation Time and Work Load** – Preparation time for all teachers shall be defined as unassigned periods to be used for lesson preparation, pupil and/or parent conferences, collaboration, IEP planning, or other professional activities.

   a. **High School/Middle School Teachers** – (Preparation Time) One (1) class period per day unless a different arrangement is agreeable to the affected teacher.

      The maximum teaching assignment at the high school/middle school level will be five (5) classes or equivalent, one duty not to exceed the equivalent of one (1) class period, and one homeroom or advisory period unless an individual teacher agrees to some other arrangements.

An advisory assignment is one which does not require the teacher to prepare for graded instruction, formal assessment or evaluation of student work, or engage in record keeping beyond normal attendance.

A committee composed of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent shall make recommendations for the professional development and implementation of intervention time at the middle schools. Such recommendation shall enable such intervention programs to begin not later than the start of the 2011-12 school year.

The duty assigned may include providing supervision or intervention included in the teacher's area(s) of certification/licensure. A teacher in the high school/middle school schools shall not be required to make more than three (3) preparations per day except in specialized areas where no other reasonable alternative is possible; in such instance, the affected teacher may only be assigned a duty of less than one (1) class period. Duties for the intervention specialists at the high school/middle school level will be defined as providing direct services to students with disabilities.

b. **Elementary Teachers** – Preparation time shall be that unassigned non-student contact time without other duty assignments, excluding the half (1/2) hour duty-free lunch period. Within the financial constraints of the district and building/room utilization, preparation time should be an average of 180 minutes/week not including before and after the student day.

Related Arts Schedule – Related arts are art, music, physical education, technology (Grades 1-6), and library/media (bi-weekly). Within the financial constraints of the district and building/room utilization, administrators will schedule in Grades K-6 forty (40) minutes per each related art class.

Related arts teachers will travel as teams, when necessary, to accommodate common planning time and/or professional development. Related arts teachers will choose their assignments from a pre-determined schedule by seniority. If preparation time exceeds the average 180 minutes, extra assignments or duties may be given.

Related arts teachers shall post data specific to their subject area in Card Campus at least twice per grading period, typically near interim time and the end of each grading period.

Elementary Related Arts Committee shall be established to monitor related arts concerns consisting of two (2) MTA representatives and two (2) related arts classroom teachers and designated administrators.

c. **Traveling Teachers** – No teacher may be required to travel during his/her designated lunch period. The total number of hours in a traveling teacher's work day shall be governed by where he/she spends the majority of his/her day. Traveling teachers will be provided equitable planning time. Buildings will make reasonable efforts to provide preferred parking for traveling teachers. Traveling teachers will be given duties equitable to their assigned time in the building.

d. **Special Education**

(1) **Integrated Services Building Level Review Board** – Formation of an Integrated Services Building Level Review Board

The membership includes the building principal, special education teacher (intervention specialist), regular education teacher, and special education supervisor, as needed.

If a teacher feels a review of the schedule, class size, etc., is needed, the problem may be presented to the Integrated Services Building Level Review Board. If the problem is not resolved at the building level, then it would be submitted to the Director of Student Services. If the problem is not resolved at the Director of Student Services level, then it would be submitted to the Superintendent. Final determination for a solution would be made by the Superintendent or his/her designee. Concerns involving an individual child will be deferred to the IEP team.

(2) **Planning Time** – Annually each Intervention Specialist (excluding tutors/SLPs and school psychologists) will receive three (3) days (or six [6] half days) release time, in addition to the January In-Service day to plan, develop, and conduct IEP conferences.

(3) Teachers with the responsibility for IEP implementation will be provided with a copy of the IEP by the IEP team, advised in a timely fashion as to their responsibilities for implementation of IEP goals and objectives, and advised as to whom they should refer questions or concerns about IEP implementation.

With respect to IEP development:

(a) Regular education teachers responsible for implementation of IEP goals and objectives will be notified of the upcoming IEP meeting in time to evaluate progress on current goals/objectives and provide input for the development of new goals/objectives.

(b) The chair for the IEP team will contact regular education teachers, including specialists, in advance of the meeting to secure their input as noted above.

(c) A regular education teacher who is responsible for implementation of goals and objectives on an IEP will attend the IEP meeting. The chair will attempt to schedule attendance by the regular education teacher with the most significant contact with the student. Where uncertainty exists as to that person, the IEP team chair will make the determination.

(d) Teachers with the responsibility for a 504 implementation will be provided with a copy of the 504 plan by the building principal, advised in a timely fashion as to their responsibilities for implementation of 504 accommodations and modifications, and advised as to whom they should refer questions or concerns about 504 implementation.

(4) **In-Service**

(a) The district will explore resources that will support and assist the affected teachers in providing education in the least restrictive environment.

(b) The district will provide in-service training to teachers to assist in addressing the legal issues and educational needs of disabled students in the least restrictive environment.

(c) The district will provide the individualized supplementary aids and services, including personnel, as determined necessary by the IEP/504 plan, to provide instruction, medical procedures, or custodial care in the least restrictive environment.

(d) Each current and newly hired special education teacher/intervention specialist will be required to be H.Q.T. in all four (4) subject areas (reading, math, science, social studies). For current special education teachers/intervention specialists, one-half (1/2) of the qualification is to be achieved by the end of the 2010-11 school year, with the remaining qualification achieved by the end of the 2011-12 school year. For newly hired special education teachers/intervention specialists, the qualification is to be achieved within two (2) years of initial employment. The Board will pay for the on-line courses. Pre-school teachers, special education teachers of self contained classes and gifted teachers are excluded from this requirement.

5. **Parent/Teacher Conference Days**

a. **High school/middle school** – Two half days in the fall. One-half (1/2) day in the spring.

b. **Elementary** – Three half days in the Fall and one-half (1/2) day in the spring, with spring conferences scheduled at the teacher's, administrator's, or parents' request.

Teachers' work schedules shall be adjusted on the parent/teacher conference days so that they do not exceed the workday provision except by mutual agreement. Conferences shall not exceed three (3) hours, except by mutual agreement.

6. **Card Campus – Open Grade Book**

The grade book in Card Campus will be open to parents on the Portal. All teachers will set up and use the grade book function. The guidelines for the posting of the grades are as follows:

One (1) Week
- Tests
- Quizzes
- Homework
- Daily/Classroom

Two (2) Weeks
- Extended response items
- Projects
- Major writing assignments

Other
- Assignments that may require more than two weeks should be explained in a message posted by the teacher on the Portal.

7. **Parent/Teacher Conference Days and Meet The Teacher Night**

Teachers shall schedule two half days in the fall and one-half day in the spring for parent/teacher conferences. Teachers shall also hold one "meet the teacher night" to be scheduled by mutual agreement.

Parent/Teacher Conferences and Meet the Teacher Night shall not exceed three (3) hours, except by mutual agreement. Should Parent/Teacher Conferences exceed six (6) hours, that time shall be used toward the teachers' January In-Service.

Compensatory days shall be the day before Thanksgiving and one day in the spring as recommended by the calendar committee.

B. **TEACHER PROFESSIONAL STUDY AND/OR SURVEY PROGRAM** – The program will be made available to members of the bargaining unit as defined in the Professional Negotiations Agreement, Article I, Paragraph A., Section 4. The

program would provide, when the Superintendent determines that funds are available, four (4) agreements of four thousand dollars ($4,000) each for study and/or survey (agreements can be prorated on an equivalent basis for short periods of time). The agreements are to be used for intensive study and/or surveys, directed at meeting critically defined needs of the school district in the areas of school district organization and building needs, curriculum and instructional needs, and needs for improved or additional services that may be required by the Board of Education. Such needs shall be defined and set forth annually by the Administration and shall be approved by the Board of Education. An individual teacher's participation in the program primarily should be to assist in resolving major educational problems, as aforesaid, facing the Mentor School District and secondly should serve to enhance the professional status of the individual. Teaching staff members eligible to participate in this program are expected to meet the following requirements:

1. The teacher shall have completed five (5) years of service in the Mentor School District.

2. The teacher who desires to participate in the Professional Study and/or Survey Program shall, in accordance with the defined needs of the school district, set forth a plan of study which can be accomplished within a period of time not to exceed a contract year. Proposals shall be submitted prior to April 1 of the preceding year, or portion thereof, proposed for the study.

3. Individual teachers shall submit proposals for participation in the Professional Study and/or Survey Program in accordance with Board policy, rules, and regulations.

4. While the primary benefit of the program is to serve the needs of the Board, it is recognized that the program will be of benefit to the individual. The program is also intended to encourage participants to remain with the system in order that the full benefit of their study or work be available to the Board of Education. Therefore, it is a requirement of this program that the teacher shall provide three (3) years of service subsequent to the completion of his participation in the program, during which time the agreement will be amortized. Should an individual request leave prior to the full amortization of the study and/or survey agreement, a proration of the unamortized amount shall be returned to the Board of Education.

   In the event a participant leaves the employ of the Board of Education prior to the full amount being amortized he/she shall arrange a satisfactory schedule for repayment of the unamortized amount that will not exceed a period of three (3) years.

5. A teacher's participation in this program shall be contingent upon the availability of a fully-qualified replacement.

6. A teacher's participation in this program shall be contingent upon the Superintendent's approval, his recommendation to the Board of Education,

and the approval of the Board of Education to place the teacher on a leave of absence for this purpose.

C. **TRAVEL ALLOWANCE** – In the event a teacher is required by the Board to travel other than from home to school and back or if the Board approves travel expenses for a teacher involved in interschool visitations, workshops, conferences, conventions, etc., that teacher shall be reimbursed at a mileage rate equal to the per mile allowance rate utilized by the Internal Revenue Service. Payments shall be paid monthly or when they reach twenty-five dollars ($25.00), whichever occurs first.

D. **TEACHERS' LOUNGE** – The Board recognizes the beneficial effects of a teachers' lounge upon the morale of the teachers. While the effect of utilizing school building space designated as a teacher's lounge is viewed as beneficial, the overall effects upon the instructional program of total building utilization must be considered in designating an area as a teachers' lounge. Instructional needs such as the nature of the instructional program or the level of student enrollment are recognized as having an effect upon total space utilization within a given school building.

In order to give full consideration to all factors, the building principal will, after reviewing the nature of the instructional program and level of student enrollment:

1. Identify the various space options available for designation as a teachers' lounge.

2. Review with the school staff, which of the available areas will be designated exclusively as a teachers' lounge. Lounges shall be free from noisy reproduction machinery, etc., when possible.

3. Designate which area(s) shall be used as a teachers' lounge(s) based on a majority opinion of the teachers.

E. **TEACHER FILES** – No material other than personal recommendations and placement papers closed to the individual shall be placed in the files unless the teacher has had an opportunity to read the material and affix his/her signature to said material. Such signature does not necessarily indicate agreement with the content.

Upon written request by the teacher, he/she shall be given access to evaluations and materials other than personal recommendations that are contained in his/her personnel file. No materials whose content violates a teacher's constitutional rights shall be placed in any teacher's file.

The teacher shall have the option of writing a counterstatement to the above kinds of material, and his/her statement would be attached to the material in his/her file.

Any individual other than the teacher and/or school officials requesting to review said teacher's personnel file must follow the personnel file review procedure. The

affected teacher has the right to be present or waive his/her right to be present during the examination of said file by non-school officials. Said examination will take place at a time that will not interfere with the teacher's regular student work schedule. If the administration is unable to locate said teacher within a forty-eight (48) hour period, the administration shall only be obligated to notify the Association. If the affected teacher cannot be scheduled within forty-eight (48) hours of the request, the teacher may have a designated Association Representative be present.

Immediately upon written request the teacher shall have a copy of said evaluation or material.

F. **FACULTY COUNCIL** – An elected faculty council will be established in each school building consistent with Board Policy.

G. **STUDENT TEACHERS** – The Board of Education realizes it has a responsibility along with the area colleges and universities for the preparation and training of teachers. The Board of Education endorses and supports such joint university-school district endeavors. The Board encourages the administration and staff to participate fully with the area colleges and universities engaged in teacher education on the cooperative design of programs to provide opportunities for laboratory training experiences in the Mentor School District. Cooperatively developed teacher training programs are to meet the established needs of the school system. The programs shall be carried out in accordance with the established policies, rules, and regulations of the Mentor School District and in accord with agreements with the institutions of higher learning.

H. **STAFF EVALUATION**

1. **Philosophy, Purpose, and Objectives**

   a. **Philosophy** – Staff evaluation has two major goals: to ensure effective teacher performance and to provide for the continuous development and improvement of the individual teacher. The achievement of these goals will result in the improvement of instructional practices, thereby giving students the opportunity to reach their maximum potential.

   b. **Objectives**

      (1) To continue to improve the quality of instruction through a regular review of teaching performance.

      (2) To assess teacher effectiveness by using appropriate appraisal procedures.

      (3) To commend exceptional teaching.

      (4) To recommend means of improvement where appropriate.

(5) To establish a framework whereby general goals and specific job objectives can be cooperatively developed.

(6) To aid in creating and maintaining a professional climate for teachers and administrators to cooperate in meeting educational responsibilities to children.

(7) To assist staff members in clarifying and establishing performance expectations, specific duties, and responsibilities.

(8) To provide an information source for consideration in administrative decisions affecting continuing contract status, promotion, and reemployment.

2. **Observation (s)**

a. A valid and useful assessment of teacher effectiveness depends on the gathering of relevant data.

b. An administrative observation of classroom activities/performance will be conducted. It is recommended that each observation allow the administrator to view a complete lesson. At least thirty (30) consecutive minutes is required for this, and preferred. Minimum requirements do not preclude additional observations.

c. Classroom observations may be scheduled or unscheduled. The observation form will be used when the purpose of the visit is for appraisal.

d. **Observation Days** – No formal observation shall be conducted two (2) days before/after scheduled Thanksgiving, Winter Break, and Spring Break or the day of the teacher's return from an approved leave of absence. Upon teacher agreement, observation may occur on these days.

e. Following an unsatisfactory classroom observation, the administrator shall inform the teacher of his/her options.

(1) The teacher shall have up to two (2) workdays to review and sign the observation.

(2) The teacher may request an additional observation by the same administrative evaluator.

(3) The teacher may request review of observation(s) by the Superintendent or his/her designee.

(4) The teacher may elect to have his/her own statement attached to the observation.

3. **Evaluation**

a. No formal teacher evaluation procedure will be deemed complete until the evaluated teacher has received a written evaluation of his/her job performance.

b. The evaluation will be a summary of overall performance, commendations, recommendations, and areas of improvement. The guidelines identified as 3220A-3220F in the Profiles of Effectiveness (attached as "Appendix V"), will be used as an evaluation tool and are incorporated into this Agreement.

c. **Unsatisfactory Evaluation** – In the event a teacher objects to the formal written evaluation of his/her job performance, the administrator shall inform the teacher of his/her options:

(1) The teacher shall have up to two (2) workdays to review and sign the evaluation.

(2) The teacher may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 10 for limited contract teachers and prior to June 1 for continuing contract teachers.

(3) The teacher may elect to have his/her own statement attached to the evaluation. There shall be no rebuttal statements.

(4) Allegations of an administrative procedural error shall be subject to grievance.

d. Standardized test scores, student competency tests, or other similar test instruments shall not be used as the sole means to evaluate the performance or effectiveness of a teacher.

e. **Traveling Teachers** – Prior to each school year, the Administration shall inform traveling teachers as to which evaluator(s) will evaluate them. Evaluators will be determined by percentage of building time and the discretion of the Superintendent's designee, taking into consideration administration guidelines as specified in G., 4., below. Other administrators will have a right to observe and include input in the teacher's evaluation.

4. **Procedure for Amending** – The Board and the MTA agree that the evaluation procedures contained in this contract and the currently adopted evaluation instrument (Profiles of Effectiveness) shall be utilized and shall supersede 3319.11 and 3319.111. However, if the Board intends to nonrenew a limited contract teacher, the Board shall follow the prescribed procedures of 3319.11 and 3319.111 in the year in which the nonrenewal

may occur. Additionally, tenured teachers shall be governed by the procedures and rights as specified in the O.R.C. regarding contract employment and termination.

I. TEACHER RIGHTS AND RESPONSIBILITIES

1. Any member of the bargaining unit who is being reprimanded in writing or disciplined for any reason shall be entitled to have a representative of the Association in attendance at any conference scheduled for the above reason. If the delay in securing Association representation would not be in the immediate best interests of the school district, its pupils, and/or employees, the reprimand and/or discipline may be imposed without representation to the extent necessary to meet these immediate best interests.

2. Teachers shall be free to publish professional works or secure copyrights so long as such works have not been done under the auspices of the school system and/or as a part of their employment.

3. The Board, the Association, and the members of the bargaining unit shall carry out their respective functions without regard to race, religion, age, sex, marital status, color, national origin, creed, and membership or nonmembership in the Association. No reprisals shall be taken against any teacher by reason of his/her utilization of any procedure or right accorded by this Agreement, nor on account of his/her membership or position in the Association.

4. In the event a teacher secures non-school employment concurrently with the exercise of responsibilities under this Agreement and any other employment agreement with the Board, such non-school employment shall not conflict with contracted and professional responsibilities of the school district.

5. In matters not subject to the grievance procedure, teachers shall have the unrestricted right to use the judicial process when they believe their rights provided by law have been violated; teachers shall comply with all applicable federal, state, and municipal governments' statutes, laws, and ordinances.

6. Teachers shall accept their responsibility to practice their profession according to the highest professional ethical standards.

7. The teacher shall make reasonable effort to protect students from conditions harmful to learning or to health and safety. To assist the teacher in ensuring student safety, the district will consider the class structure and physical limitations of the facilities when planning schedules. No teacher shall be unreasonably required to risk harm or injury in the performance of his/her duties.

8. If any teacher feels that a class setting is unsafe, he/she should immediately notify the building principal. Upon receipt of notification, the principal will have five (5) workdays to attempt to resolve the issue. If the building principal

cannot solve the problem or if the classroom teacher does not feel the safety issue is resolved, he/she will notify the MTA President who will schedule an emergency meeting of the District Wide Mutual Problem Solving Committee to address the concern.

9. Teachers shall not use their position within the school system with students for private advantage.

10. The termination of a teacher's contract may be accomplished by complying with all relevant sections of the Ohio Revised Code.

11. Teachers have the right to participate in professional and civic organizations for their personal benefit and interest so long as such activity does not interfere with their contractual obligation.

12. Teachers shall not interfere with another teacher's exercise of political activity or his/her rights and responsibilities.

13. Teachers are expected to perform their duties and assume the responsibilities assigned their respective positions in accordance with Board policies, job descriptions, and rules and regulations not spoken to in negotiated language.

14. Teachers shall not be required to transport students in their private vehicles.

15. Any teacher who is on sick leave with pay when schools are temporarily closed in accordance with the O.R.C. shall be paid the same as any other teacher, and there shall be no deduction in sick leave.

16. District-wide directories shall be provided by the Board to all teachers if and when such directories are produced.

17. **Complaints Against Teachers** – Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or students unless said complaint has been investigated by the administration and the teacher's position has been heard.

    The teacher, upon being notified of a written complaint, shall be afforded the opportunity to meet with the complainant and the administration in an effort to resolve the complaint. The administration, then Board, may thereafter try to resolve the complaint with or without the teacher's participation. The teacher shall be kept apprised of any subsequent action taken by the administration or Board in regard to the complaint. When seeking information from students concerning complaints against staff, the administrator shall use proper guidelines to ensure due process. Anonymous complaints shall not be considered.

18. If an administrator changes a student's grade, the teacher shall be notified in writing within one (1) week of the grade change and the reason(s) for said change. The administrator's decision shall be final.

19. Each teacher shall maintain all certificates/licenses held at the close of the 2009-10 school year or, if hired beginning with the 2010-11 school year, held at the time of her/his initial employment and continue to maintain highly qualified teacher (H.Q.T.) status in each such area. Each teacher also is responsible for keeping each certificates/licenses current during the term of her/his employment with the Board.

J. REPLACEMENT EMPLOYEES

1. **Short-Term Substitutes** – A short-term substitute employee is one who replaces a regular employee and assumes the assignment of that employee for a period not exceeding twenty (20) consecutive days of service.

2. **Long-Term Substitutes** – A long-term substitute is one who replaces a regular employee for an extended period of time in excess of twenty (20) days. Such a person will remain as a substitute but will be placed on the proper step on the regular salary schedule commencing with the twenty-first (21) consecutive day of service in the assignment of the regular employee. Upon the return of a regular employee or through an interruption in a long-term substitute's service, a long-term substitute shall revert to a regular status and pay rate, unless such interruption is for three (3) days or less and for reasons described in the Sick Leave Policy Rules and Regulations. There shall, however, be no pay for such absence. Except as provided by law, there shall be no contractual relationship explicit or implied in the placement of a long-term substitute on the regular salary schedule while serving in the absence of a regular staff member. Adjustments in pay rates shall be in accordance with established salary schedules and shall be accomplished by the administration. Such adjustments shall take place in accordance with this policy without the Board of Education's approval of each individual case.

K. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. **Purpose** – The purpose of the Mentor Public Schools Local Professional Development Committee (MPDC) is to review individual professional development plans submitted by certificated staff, and if approved, monitor the coursework and/or activity proposals; and to grant or deny credit of coursework/activities for the issuance of a certificate or license renewal. The MPDC shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

2. **Committee Composition** – The MPDC shall be comprised of at least seven (7) members as follows:

a. Two elementary teachers, one middle school teacher, one high school teacher, one elementary principal or supervisor, one high school/middle school administrator or supervisor, and one employee selected by the Superintendent, who will hold a valid Ohio certificate/license issued by the Ohio Department of Education.

b. A majority of the MPDC members shall be teachers unless the review of an individual professional development plan affects the renewal of an administrator's license or certificate. In such a case, if the administrator requests, one teacher member would not participate and an additional administrator would be added to the MPDC for purposes of reviewing the administrator's proposal only.

3. **Selection of Committee Members**

a. The selection of all classroom teacher members of the committee shall be according to procedures established by the Mentor Teachers Association.

b. The Superintendent shall select all of the other members of the committee.

4. **Term of Office** – The term of office shall be for four (4) years with alternate selection. Service on the committee shall be for one full term, except that there will be two standby members, one of whom will be designated by the superintendent and one of whom will be designated by the MTA President. A teacher may apply for a second term if there is no interest by another teacher to be appointed to the position.

5. **Vacancies** – The procedures used in the selection process described in Section J., 3., of this Article shall be used to fill any vacancy.

6. **Committee Officers** – The chairperson shall be elected by a simple majority of the MPDC members. Additional officers may be selected at the discretion of the committee and/or the chairperson with those duties established in the MPDC bylaws.

7. **Definitions**

a. A "classroom teacher" is any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.

b. A "principal, administrator, or supervisor" is any individual employed by the Mentor Schools for the majority of their assignment time as a principal, assistant principal, unit principal, director, supervisor, or coordinator not a member of the bargaining unit, and who holds a valid Ohio administrator's or supervisor's certificate or license issued by the Ohio Department of Education.

8. **Compensation** – Committee members shall be paid according to the Mentor School District Supplemental Salary Index for MPDC. See Article V., E.

9. **Meetings** – The MPDC shall hold regular meetings once per month. The regular monthly meetings shall be scheduled for the year during the August meeting. The chairperson may cancel the meetings if no individual professional proposals or plans have been submitted, and if no other issues have been raised. The chairperson may call an emergency meeting of the MPDC.

10. **Appeals Process**

    a. Upon denial of an individual professional development plan or proposal, written appeals shall be submitted to the MPDC chairperson. All written appeals will be reviewed at the next regularly scheduled monthly meeting of the MPDC.

    b. An appeal may be presented in person at that regularly scheduled monthly MPDC meeting. A written request for inclusion on the agenda must be submitted to the MPDC chairperson no later than three contract days prior to the regularly scheduled monthly meeting.

       Written notification of the appeal decision shall be provided to the applicant within ten contract days or 30 calendar days of the meeting, whichever comes first.

    c. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one person chosen by the applicant, the Superintendent of Schools, and the President of the Mentor Teachers Association. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.

11. **Applicability of Grievance Procedures** – Appeals of MPDC decisions are limited to the appeals process described in Section J., 10. Decisions of the MPDC and any mediation team formed as part of the appeals process of this Section J. are not grievable under Article VII – Grievance Procedure.

L. ENTRY YEAR PROGRAM

1. Philosophy

a. Provide support and professional growth in collegial atmosphere.

b. Provide a support system to experience a positive and successful year.

c. Provide introduction to the district's policies, procedures, and curriculum standards.

d. Provide assistance in the improvement of instructional skills and classroom management.

2. **Administration of the Program**

a. **Planning Committee** – A committee to plan the activities of the program will be comprised of the Superintendent's designee, a high school/middle school and elementary principal selected by the Superintendent, four (4) teachers representing elementary, middle school, and the high school as selected by the MTA, a second year teacher, and a parent.

(1) **Structure** – The terms of the committee members shall be staggered with two of the teachers' terms being two (2) years each, and the other two teachers' terms of office being three (3) years each. Effective with the 2004-05 school year, teacher terms will be three (3) years in length. The parent term will be three (3) years. The second year teacher serves one (1) year only.

(2) **Responsibilities** – The committee shall plan, direct, and assess the programs and training for the mentors and the mentees during the school year.

b. **Mentors**

(1) **Criteria**

(a) Successful teaching experience.

(b) A minimum of five (5) years teaching experience in Mentor Exempted Village Public Schools.

(c) Assigned to same building.

(d) Positive attitude and commitment toward the teaching profession.

(e) Established record of district participation.

(f) Subject area and/or grade.

(g) Collegial working relationships.

(h) Effective interpersonal skills.

(i) Demonstrates effective teaching skills.

(2) **Responsibilities**

(a) Attend mentor training.

(b) Attend a day of New Teacher Orientation.

(c) Assist new teacher in implementation of curriculum, policies, and procedures.

(d) Assist new teacher in organizing the class and preparing for the opening of school.

(e) Meet with the mentee weekly during the first semester to provide assistance and direction.

(f) Meet with the mentee at least once monthly during the second semester.

(g) Visit classroom at least twice during the first semester for the purpose of providing assistance with coverage provided as needed. There may be additional visits at the discretion of the mentor and mentee.

(3) **Selection**

(a) District teachers may submit an application to the building principal.

(b) Based upon the selection criteria, building principals will select and assign mentors.

(c) Mentors and/or mentees may request reassignment through the building principal.

(4) **Classification of Assignment**

(a) A mentor assigned to any first year teacher taking a position in the district for the first time will meet Level I requirements listed below.

(b) Any experienced teacher taking a position in the district for the first time will meet Level II requirements listed below.

c. **New Teachers**

(1) **Requirements**

(a) Any first year teacher taking a position in the district for the first time will be considered a Level I mentee.

(i) Work cooperatively with the Mentor Exempted Village Public Schools.

(ii) Participate in the program.

(iii) Attend the four (4) day New Teacher Orientation prior to the start of school.

(iv) Attend the five (5) after-school in-service meetings for new teachers.

(b) Any experienced teacher taking a position in the district for the first time will be considered a Level II mentee.

(i) One day prior to the start of school: a half-day with the building principal; a half-day with the mentor.

(ii) Attend two (2) of the five (5) after-school in-service meetings for new teachers.

d. **Program Assessment** – The Planning Committee will be responsible for the regular evaluation of the program. Input will be solicited from mentors, mentees, and principals as well as using such data as new teacher retention.

e. **Compensation** – Committee members shall be paid according to the Mentor District Supplemental Salary Index. See Article V., E.

(4) **Mentee**

Level I Mentees will be placed on step one (1) of the salary schedule.

Level II Mentees shall be placed at the appropriate experience step on the salary schedule and also receive a stipend of $300 for the first year of employment.

M. TECHNOLOGY/TECHNOLOGY SKILLS

1. The district will provide opportunities for staff to enhance their technology skills through a series of workshops offered during the summer or after the contracted work day at the current in-service compensation rate or Mentor Equivalent Activity Points per employee request.

2. Teachers supervising students using computers and the Internet shall take reasonable measures to assure that students are adhering to the usage

agreement signed by the students/parents/guardians. Staff shall not suffer disciplinary action due to violations of the Internet usage policies by students. All affected parties shall be assured due process rights.

3. Teachers have the right to use technology equipment and software. Reasonable notice will be given to staff when there is a need to remove or adjust existing software or programs. Monitoring of e-mail will be for cause/legitimate business reasons only.

4. A joint committee on technology shall be named, with three (3) members appointed by the Superintendent and three (3) members appointed by the President of the Association. The committee shall monitor the implementation of new technology in the District and shall develop a test that can be administered to teachers to insure individual competency in the use of educational technologies in the classroom.

N. **LONG DISTANCE LEARNING** – The Association and the Board agree that interactive Long Distance Learning ("LDL") can be a viable instructional option to improve the quality of student learning.

1. Distance Learning is education that takes place when a LDL provider and students are separated by distance, but are joined by interactive technology.

2. Current staff shall have first option to teach LDL courses originating in the Mentor Public Schools if they are qualified and properly trained to use the LDL technology and facilities. LDL teachers will not be assigned a duty.

3. It is not the intent or purpose to reduce the total number of bargaining unit members employed or the hours worked as a result of an LDL course. There will be no reduction in total number of bargaining unit members employed or hours worked solely as a result of distance learning.

O. **Cardinal Achievement Academy**

Staff teaching courses for the Cardinal Achievement Academy shall be compensated thirty-eight dollars ($38.00) per hour up to four hours per week.

ARTICLE IV – TEACHER APPOINTMENT, TRANSFER, AND SEPARATION

A. **TEACHER CONTRACTS AND ASSIGNMENT** – Contracts shall be issued in accordance with statute, Board policies, and rules and regulations.

The Superintendent of Schools shall make the assignment of staff members to schools and departments in the Mentor School District. The prime factor that will be considered in making assignments will be the school system's needs. A focus will be moving teachers to the high school holding 7-12 certificate/licenses from the middle schools to the high school by seniority as openings occur.

The factors that the Superintendent is to consider in making assignments of professional personnel will be:

1. Contributions that staff members could make toward the fulfillment of the goals and objectives of the school system.

2. Satisfying personnel needs.

3. Meeting the needs of the pupils.

4. Qualifications of personnel available, involved, and/or interested in a new or vacant position as well as a position to be vacated.

5. The desires of an individual staff member, his/her tenure in the school system, and the potential for continued growth and development in an assigned position.

RULES AND REGULATIONS GOVERNING ASSIGNMENT

1. Supplemental contracts (excluding summer school) to be re-offered to teachers will be issued prior to the close of school.

2. Building administrators have the responsibility to assign teachers within their buildings to a daily assignment in accordance with established policies and rules and regulations of the school system including negotiated language.

3. To the extent reasonably possible prior to the close of the school term or at the time of employment, each teacher shall be advised of his/her building assignment, specific class, track, level, and extracurricular assignments for the next school year. The furnishing of such information, however, is not a guarantee of employment.

4. Each teacher will be notified in writing, and when reasonably possible in person, of any change in a teaching assignment which takes place after the close of school. Such notification will take place as soon as practical after a change in assignment appears necessary.

5. Teachers are expected to perform their duties and assume the responsibilities assigned their respective positions in accordance with Board

policies, job descriptions, and rules and regulations not spoken to in negotiated language.

6. The administrator's judgment in making the assignments under these procedures set out in this Article IV, Section A., shall not be grievable.

B. **HEALTH EXAM** – The Board may establish from time to time requirements for health examinations and testing for reasons related to appointment, claims for Worker's Compensation, disability, and other employment related reasons at the Board's expense. Such request shall not violate the constitutional rights of any member of the bargaining unit. In the event an employee, upon request by the Board, elects not to have a health examination performed by one of three (3) physician(s) suggested by the Board, the requirement may be fulfilled by any other medical physician licensed to practice medicine in the State of Ohio and practicing medicine in Lake or an adjacent county. Exams requested by the Board during the work year shall be done during paid released time from duties with no loss of sick or other leave time provided herein. However, if an employee elects the described alternative to examination by a Board selected physician, the Board will only pay the cost it pays its regularly appointed physician(s). The Board shall retain the right to seek a second opinion to a report issued by an employee-selected physician. The employee, likewise, may seek a second opinion to a report issued by a Board physician(s). In either event the Board shall appoint a physician who shall confer with the employee's selected physician and the two shall recommend a third physician. The cost of examination by the physician so selected shall be borne by the Board.

C. **TEACHER ASSIGNMENT WITHIN A BUILDING** – Should there be an opening at a grade level or in a department, the following process will be followed:

1. The principal shall notify the staff of the building of the opening.

2. Teachers will notify the principal in writing if they would like to fill the opening.

3. If two or more staff members within the building wish to fill the opening, refer to Article IV, Section D., to determine the most senior teacher to fill the position.

4. If no one wishes to fill the opening, the job will be posted.

Should there be a need to eliminate a position the following process will be followed:

1. The principal shall notify the affected grade level or department.

2. The principal will ask for a volunteer to leave the building. If there are no volunteers, refer to Article IV, Section D., to determine the least senior teacher to leave the building.

*All movement within the building will take place before the position is posted.

D. **TEACHER TRANSFER** – Transfer shall be defined as reassigning a teacher to a different building, subject area, or grade level (elementary).

The transfer of staff members in the Mentor School District shall be made by the Superintendent of Schools. The prime factor in making transfers will be the school system's needs.

The factors that the Superintendent is to consider in affecting transfers of professional personnel will be:

a. Contributions that staff members could make toward the fulfillment of the goals and objectives of the school system.

b. Satisfying personnel needs.

c. Meeting the needs of the pupils.

d. Qualifications of personnel available, involved, and/or interested in a new or vacant position as well as a position to be vacated.

e. The desires of an individual staff member, his/her tenure in the school system, and the potential for continued growth and development in an assigned position.

1. **Voluntary**

a. Preference shall be given employees already teaching in the system who have filed timely transfer requests before newly hired employees in respect to available openings. A meeting with the building administrator in which an opening occurs is a prerequisite to transfer. The prime factor in making transfers will be the school system needs, and reassignment shall be in accordance with the consideration factors specified in Article IV.

b. Employees desiring to be transferred shall submit a request for transfer via the online website to the Assistant Superintendent/Human Resources. Should a vacancy occur before July 21, an employee may submit a request for transfer for that position no later than ten (10) calendar days after the posting of the vacancy. All employees submitting such request shall be granted a meeting with the building administrator. Except in unusual circumstances, voluntary transfers are not granted during the school year.

c. Listings of all bargaining unit openings will be posted in every building in a public place. The District will make reasonable efforts to post all certified/licensed openings on the Mentor Schools website. Bargaining unit openings that occur after the last employee workday shall be posted on the website. Vacancies shall be posted the first non-teaching day of the summer break and shall terminate on July 31. Summer vacancies shall be posted on the website for seven (7) calendar days and that shall be the closing date for applying for the opening. The website posting shall include the subject area, and/or grade level, the location and the

closing date for submitting a request for the opening. The administration shall not be required to consider employee transfers after July 31.

d. Employee transfers will be assigned by the end of the school year when reasonably practicable.

e. When qualifications are substantially equal, and the need can be met by more than one staff member, employees with greatest continuous seniority in Mentor shall be granted the transfer.

f. Traveling teachers will be given first consideration for vacancies which match their qualifications and experience.

g. If the transfer request is not granted, written reasons shall be given to the employee requesting the transfer.

2. **Involuntary** – In the case of a need as defined by the school administration to transfer an employee because of a change in class size, reduction in force, or other staffing problem, the following guidelines will be followed.

   a. The staff of that building or subject area shall be notified of the need for an employee to be transferred, and any qualified member of that staff may volunteer to be considered for the transfer.

   b. In the event that no employee volunteers for the transfer or those who volunteer are not selected for the transfer, the Superintendent or his designee will notify the selected employee:

      (1) Of all available openings if the need for the transfer arises in the building or subject area to which he/she is certified/licensed/licensed, and an effort will be made consistent with the needs of the district to accommodate the wishes of the transferred employee, or

      (2) If the need for the transfer arises in a building or subject area other than the one to which he/she is assigned, the transfer shall be made.

   c. When qualifications are substantially equal and the need can be met by more than one staff member, the employee with the least continuous seniority in the system will be transferred.

3. In the determination of any grievance filed under these transfer sections, the arbitrator's authority shall be limited to determining whether the procedural guidelines have not been met, and if so determined, he/she shall limit the relief granted to ordering the actions to be taken again in conformance with procedure and to assessing the arbitrator's fee/expenses on a loser pay basis.

4. In the event the school district undergoes a restructuring change, the Board and Association shall negotiate the effects of the change. A restructuring change shall be defined as the movement of staff other than through regular transfers. One example would be the movement of grade levels from one building to another building.

E. REDUCTION IN FORCE

1. In the event the Board determines that it is necessary to effect a reduction in force within the bargaining unit as a result of decreased enrollment, suspension of schools, territorial changes affecting the district, changes in curriculum, changes in the use of instructional personnel, financial reasons, or other reasons provided for by law, the Board may proceed to suspend contracts in the manner set forth in Article IV. The procedures set forth herein in respect to a reduction in force shall not be applicable to the nonrenewal of contracts on account of reasons of performance or to teachers employed as substitutes, tutors, and on supplemental contracts.

2. Should a reduction in force be anticipated far enough in advance to enable the Board to take action at its April meeting preceding the school year in which the reduction is planned, all those holders of limited contracts in the teaching field(s) affected with less than three (3) years of continuous service in this district (determined as of the end of the then current school year) shall have their contracts nonrenewed to the extent necessary to effect the reduction. They shall have no right of recall. In respect to those holding limited contracts in the teaching fields affected by the reduction in force and who will have more than three (3) years continuous service in this district by the end of the then current school year, their contracts, to the extent necessary to effect the reduction, will be renewed but suspended effective the date of the planned reduction. The preceding sentence shall in no way be construed as guaranteeing renewal since the Board may elect for reasons not associated directly to the reduction to nonrenew their contracts. All those whose limited contracts are renewed and then suspended on account of the planned reduction shall have recall rights as specified herein provided they are recalled within the next two (2) calendar years following the effective date of contract suspension.

   Should the Board effect a reduction in force at any time other than its April meeting, all holders of limited contracts in the teaching field(s) affected by the reduction shall, to the extent necessary to achieve the reduction, have their contracts suspended. The suspensions of such contracts shall be continued until they are recalled or until such contracts are nonrenewed or renewed and suspended in accordance with the longevity requirements set forth in this Section 2. Thereafter those whose contracts are nonrenewed shall have no recall rights, and those whose contracts are renewed but suspended shall have recall rights as specified in this Section 2.

3. **Implementation** – For purposes of a reduction in force, the bargaining unit shall be grouped in four distinct categories. The Board may from time to time in its sole judgment and discretion add to or delete from the list of teaching fields.

   a. One category shall consist of all holders of continuing contracts who are certificated/licensed to teach in grades K-8.

   b. A second category shall consist of all holders of continuing contracts who are certificated/licensed to teach specific subject areas in grades 7-12.

   c. A third category shall consist of all holders of limited contracts who are employed teaching or serving grades K-6.

   d. The fourth category shall consist of all holders of limited contracts who are employed teaching or serving in grades 7-12.

   Any member of the bargaining unit holding a limited contract may be in more than one category or teaching field at the same time provided he/she has actually performed in this school district under the certificate(s)/license(s) held by him/her within the five (5) years preceding the reduction in force if under a limited contract.

4. **Notification of Layoff** – Thirty (30) days prior to Board action which will approve a reduction in force, the Superintendent shall serve notice upon all members of the bargaining unit whose contracts are to be nonrenewed or suspended by the reduction. The notice shall set forth the category to which he/she belongs, the respective certification/license area(s) and/or teaching field(s) to which they are certificated/licensed/assigned, and the seniority date calculated for them in the area of certification/license/teaching field. The notice and the contents thereof shall be conclusive upon the bargaining unit and the Association unless a member of the bargaining unit, within ten (10) days following issuance of the notice serves written notice upon the Superintendent setting forth in what respect the notice is in error as to him/her. The Association shall receive a copy of this notice within twenty-four (24) hours of the teacher receiving such notice. A failure on the part of any member of the bargaining unit to file a written objection shall constitute a waiver of any right to contend error in his/her respect except if another bargaining unit member has his/her position on the notice changed because of an objection and provided the adjustment is detrimental. In such a case the one so affected by the adjustment waives a right to further adjustment unless he/she objects within the ten (10) days following notice of the adjustment. In the event an adjustment is not agreed to as between the Superintendent and the objecting employee, the dispute shall be referred to Step III of the grievance procedure and an expedited hearing held. The Arbitrator shall convene the hearing within five (5) working days of reference and shall issue

the decision within three (3) workdays of the close of the hearing at which evidence is received.

5. **Seniority Defined**

a. Reductions in force shall begin in inverse order of seniority in that group consisting of holders of limited contracts in the teaching field affected by the reduction and then to the group consisting of holders of continuing contracts to the extent necessary to effect the reduction.

b. Seniority shall mean:

(1) Years of unbroken continuous service in this school district for categories one and two, and such unbroken, continuous service in the teaching field affected by the reduction, for limited contract holders.

(2) Authorized unpaid leaves of absence shall not be counted toward seniority but shall not constitute a break in service.

(3) Years of professional employment served on a part-time basis shall for seniority purposes be equated as a fraction of full-time service (e.g., four (4) years of half-time service shall equal two (2) years of seniority).

(4) Seniority shall begin to accrue from the first day worked in a bargaining unit position.

(5) It shall not be considered a break in service if a teacher is laid-off. The laid-off teacher (continuing or limited) shall not accrue seniority during his/her layoff, but his/her seniority status upon recall shall be the same as the day of his/her layoff.

c. Without regard to seniority, the Superintendent shall preserve the position of one who by reason of position in the notice should be affected by the reduction for only the following reasons:

(1) Compliance with state or federal laws and regulations in all four (4) categories; and

(2) To preserve supplemental duties and extracurricular activities in categories three and four.

6. **Equal Seniority** – A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee with the first day worked; then

a. High level of certification appropriate to the position, i.e., permanent, professional, provisional. (A five-year license is equivalent to a four-year provisional and is a higher level of certification than a two-year license [which is considered temporary].)

b. Previous interrupted service in the Mentor Exempted Village School District.

c. Degree level (i.e., Ph.D., Masters, Bachelors).

d. Number of hours completed beyond bachelor's degree and on file in the Human Resources Office.

e. Flip of a coin.

7. **Posting of Seniority List** – A seniority list shall be posted on or before November 30. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, the first day worked and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

   a. The names of employees on the seniority list shall appear in seniority rank order within area of certification with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

   b. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification.

8. **Correction of Inaccuracies** – Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

9. **Recall List**

   a. A teacher who is laid-off shall be removed from the seniority list and placed on a recall list. Recall shall be by area of certification/teaching field (K-6, 7-12) in the categories recalled in inverse order of layoff among those still eligible for recall. During a reduction in force and consequent layoff, each one affected by the reduction shall be obliged to keep the Assistant Superintendent/Human Resources apprised of

his/her current residence address. Recall shall be by certified/licensed mail, return receipt requested, to the address on file. If the recalled employee does not deliver a written acceptance of recall to the Assistant Superintendent within ten (10) days of the post-marked date on their letter of recall, he/she shall be placed at the bottom of the recall list. Limited contract teachers shall remain on the recall list for the remainder of the two year calendar period following the effective date of contract suspension. (See E., 2.)

b. Time spent on layoff on account of reduction in force shall be without pay and without fringe benefits. Insurance may be maintained by delivering the full cost of any insurance the employee wishes to retain to the Treasurer by the twenty-fifth (25th) day of the month preceding the month in which the premium is due.

c. All temporary bargaining unit positions shall be filled by bargaining unit members on the recall list. A member may accept or reject the temporary position offer and not lose his/her place on the list for a full-time position.

d. It shall not be considered a break in service if a bargaining unit member is laid-off. The laid-off teacher (continuing or limited) shall not accrue seniority during his/her layoff, but his/her seniority status upon recall shall be the same as the day of his/her layoff.

e. A tie in seniority shall be broken in accordance with Article IV, E., 6., of the master Agreement.

10. **RIF/Recall Committee** – This Committee shall be comprised of two (2) MTA members, one (1) from high school/middle school and one (1) from elementary; and two (2) Board members, the Assistant Superintendent/Human Resources and a person of his choosing. The Committee shall be charged with verifying the RIF and Recall List. There shall be an appeal process available to the bargaining unit members. This appeal process is as follows:

a. Bargaining unit members shall have a right to present their appeal to the Committee.

b. Bargaining unit members must make an appeal five (5) working days upon receipt of their RIF notice.

c. The Committee shall make a decision on the appeal within 24 hours of hearing the appeal.

d. The Committee makes the final and nongrievable decision.

e. If the Committee cannot make a decision on the appeal, the member may grieve the dispute.

ARTICLE V – COMPENSATION AND FRINGE BENEFITS

A. CONTRACTS

1. **Limited Contracts** – Under the provisions of the Ohio Revised Code, the Mentor Board of Education will issue one (1) year limited contracts to all teaching personnel during their first three (3) years of employment. The Board may issue two (2) year contracts thereafter on the basis of the recommendation of the Superintendent until they are eligible to receive a continuing contract in accordance with provisions of the Ohio Revised Code. This Section shall not obligate the Board to issue such a contract if the Board determines to terminate, nonrenew, or modify the employment relationship as provided by law. A teacher must apply to the Human Resources office by September 15th if she/he qualifies for consideration for a "continuing contract."

2. **Continuing Contracts** – Teachers will be issued continuing contracts at the time they have fulfilled the necessary service requirements and obtained either professional, permanent, life-teaching certificates, or license as defined in the Ohio Revised Code. This Section shall not obligate the Board to issue such a contract if the Board determines to terminate, nonrenew, or modify the employment relationship as provided by law.

3. **Supplemental Contracts** – Supplemental contracts will be issued for assigned, paid supplemental duties. The value of supplemental duties will be determined based on the mutually developed supplemental activity formula. All supplemental contracts shall be limited contracts and shall be issued for a period not to exceed one contract year.

B. **REGULATIONS GOVERNING TEACHERS' SALARY SCHEDULES** – Teachers shall be paid according to adopted salary schedules and supportive rules and regulations.

1. The Mentor Board of Education annually adopts and files with the State Board of Education teachers' salary schedules with provisions for increments based upon training, professional growth fulfillment, and experience.

2. Advancement on the salary schedules is dependent upon training, professional growth fulfillment, and experience.

3. The salary schedules are not contracts between the Mentor Board of Education and teachers but rather a framework for determining the salary based upon qualifications and experience of the employee.

4. College credits are to be evaluated on a semester hour basis and must be from an institution approved by the Department of Education for Teacher Training, State of Ohio. One year of training is interpreted as thirty (30) semester hours or forty-five (45) quarter hours.

5. The Mentor Board of Education shall allow up to and including ten (10) years experience earned outside the Mentor School System. Effective with the 1995-96 school year, military service, private school experience, foreign teaching experience, and substitute experience will be credited for not more than five (5) each of the total ten (10) years allowed. Experience must be documented and/or verified by the applicant. Full credit shall be given for experience in Mentor. A year of experience shall be at least one hundred twenty (120) days of actual service within a school year. The Board shall have the right to hire retired certificated employees with no requirement to grant more than five (5) years experience, no severance, no longevity, and no retirement bonus.

6. The Mentor Board shall cause notice to be given annually, not later than the first day of July, to each teacher who holds a contract valid for the succeeding school year as to the salary to be paid said teacher during the coming year. Should a new salary schedule be negotiated in accordance with established procedures subsequent to the issuance of the aforementioned salary notice, then a revised salary notice shall be issued to each teacher.

7. Salary for extracurricular services will be according to established salary schedules. Supplemental contracts shall be issued for such assignments in accordance with the Ohio Revised Code.

8. Credit hours presented in qualifying for the Bachelor's degree in education or for standard teacher certification at time of employment are acceptable for the B.A. classification only.

9. To advance to the BA+15 salary schedule, the teacher must present a minimum block of fifteen (15) graduate college semester hours after qualifying for a Bachelor's degree or standard teacher certification; to qualify for the M.A. column, the teacher must present documentation of having been awarded a Masters degree from an accredited institute of higher education; to qualify for advancement in the MA+ columns the teacher must present blocks of fifteen (15) graduate college semester hours after qualifying for a Masters degree.

   A maximum of three (3) semester hours obtained through MEAPs may be credited toward each fifteen (15) hours needed to advance on the salary schedule. Ten (10) MEAPs shall equal one (1) CEU and thirty (30) MEAPs shall equal one (1) semester hour.

10. College semester hours taken and required to alleviate temporary certification cannot be used in determining placement on the salary schedule.

11. A non-degree teacher with less than ninety (90) semester hours qualifies for "D" classification.

12. To qualify for the "C" classification, the non-degree teacher must present a minimum of ninety (90) semester hours.

13. All contracts will be based upon training as of effective date of employment. Proof of training is to be supplied by the approved training institution at the request of the certificated staff member. It is also the responsibility of the certificated staff member to present a valid certificate in the area of his assignment on or before the first day of school.

14. Each certificated staff member who has completed training that qualifies him/her for a higher salary bracket shall file on or before the fifteenth (15th) day of September and/or fifteenth (15th) day of February with the Superintendent of Schools satisfactory evidence of the completion of such additional training. This, then, shall be certified/licensed by the Assistant Superintendent/Human Resources to the Treasurer who will immediately place the certificated staff member in the proper salary bracket in accordance with training and experience. The date of such salary increase shall be the beginning of the contract year if the qualification comes prior to September 15, or February 15 if qualification comes between September 15 and February 15 for the position affected (exclusive of extended time), subject to approval by the Mentor Board of Education.

15. Those teachers who qualify for and who wish to be considered for the professional certificate or a five (5) year license, after the April continuing contract recommendations have been submitted to the Board, may apply for continuing contract consideration at the regular December Board meeting under the following conditions:

    a. Professional certificates or licenses must be placed on file in the Human Resources Office at least two (2) weeks before the date of the September Board meeting in order to allow adequate time for consideration of the application for continuing contract.

    b. The recommendation of the Superintendent, as required under Section 3319.11 of the Ohio Revised Code, remains a prerequisite to employment under a continuing contract.

    c. Apply to the Human Resources office by September 15 of the year that they feel they qualify.

16. Teachers who have served in the District as a tutor for two (2) or more years shall receive one (1) year of teaching experience toward tenure as a teacher for every two (2) years of serving as a tutor for the District.

17. The Board recognizes that through no fault of an employee occasional errors or delays can occur in the processing of a contract in the computation of salary and/or in the processing of credits for advancement. Whenever such an error or delay occurs, an individual will receive the salary and/or benefits which he would have been eligible for had the contract been processed, the salary computed, or the processing of an advancement been made in accordance with the established policies and rules and regulations. To be eligible an employee must

have submitted verification of compliance with all specified requirements for advancement or reclassification at the time established in policy.

18. Psychologists will be placed on the teacher's salary schedule at the appropriate experience and educational level. Psychologists will be given ten (10) days of extended time to be scheduled by the Director of Student Services.

C. SALARY SCHEDULES AND SALARY

1. **Salary** – Effective with the first workday of the 2010-11 school year, the base salary as applied to the salary schedule indices shall be $37,171. Effective with the first workday of the 2011-12 school year, the base salary as applied to the salary schedule indices shall be $37,543. In 2010-11 and 2011-12, the 188th day shall be paid to each teacher based on her/his per diem rate for the applicable year.

   The Board will in accordance with STRS and IRS guidelines pay the employee's contribution to STRS by effecting a uniform salary reduction. In order, however, that published salary schedules accurately depict the Board's salary obligations pursuant to this Agreement, all schedules shall set forth the salary which would be in effect but for this STRS provision together with a legend setting forth the fact that there has been a uniform reduction in order to achieve this benefit.

2. **Salary Schedule Index** – The following salary schedule index shall be used to determine the basic annual salary for each teacher. Such salary shall be determined by multiplying the index number corresponding to that teacher's Board of Education approved year(s) of experience and training level by the district's base salary. Training levels are: ND – no degree; B.A. – Bachelor's degree; M.A.+ – a Master's degree plus the given number of semester hours of course work earned after the M.A. degree or equivalent without an M.A. degree; Doctorate – a Doctorate degree.

Exp.	"D" less than 90 S.H.	"C" 90 S.H. to Degree	B.A.	BA+15	M.A.	MA+15	MA+30	MA+45	Ph.D. Degree
1	0.800	0.850	1.000	1.020	1.080	1.100	1.120	1.140	1.200
2	0.844	0.899	1.055	1.080	1.146	1.171	1.196	1.221	1.286
3	0.888	0.949	1.110	1.141	1.211	1.242	1.272	1.302	1.373
4	0.933	0.998	1.166	1.201	1.277	1.313	1.348	1.384	1.460
5	0.977	1.048	1.221	1.261	1.343	1.384	1.424	1.465	1.546
6	1.021	1.097	1.276	1.322	1.409	1.455	1.500	1.546	1.633
7	1.065	1.147	1.331	1.382	1.474	1.525	1.577	1.628	1.720
8	1.109	1.196	1.386	1.442	1.540	1.596	1.653	1.709	1.807
9	1.153	1.245	1.441	1.503	1.606	1.667	1.729	1.791	1.894
10	1.197	1.295	1.496	1.563	1.671	1.738	1.806	1.873	1.981
11	1.241	1.344	1.551	1.623	1.737	1.810	1.882	1.954	2.068
12			1.606	1.684	1.803	1.881	1.958	2.036	2.155
13			1.661	1.744	1.869	1.952	2.035	2.118	2.242
14					1.934	2.023	2.111	2.199	2.329
15					2.000	2.094	2.188	2.281	2.417

All hours shown are semester hours

D. **LONGEVITY**

1. Teachers shall receive $600.00 after their twentieth (20th) year of teaching experience.

2. Teachers shall receive $800.00 after their twenty-fifth (25th) year of teaching experience.

3. **Method of Payment** – Payment will be issued in the employee's regular paycheck following the completion of the regular school year.

E. **SUPPLEMENTAL SALARY SCHEDULE** – Vacancies for all supplemental positions shall be posted in a timely manner at all schools for ten (10) days and on website and email. A qualified Mentor teacher shall be given preference for a vacancy in a supplemental position prior to an outside candidate. Compensation for newly-created supplemental contract positions shall be negotiated in a timely fashion regardless of the term of this policy.

An "Activity Block Grant" will be established at each building, and each year teachers may petition the principal and the representative faculty council for a portion of the block grant based on the formula available in Appendix II and III of this Contract. Proposals must be submitted no later than the second Friday in May for consideration for the following school year. Activity clubs are awarded on an

annual basis, and teachers who wish to continue their club into the next school year must resubmit their proposal to the principal and faculty council for approval. Proposals for unused activity club funds shall not be approved after October 15.

A three-year cycle of review and evaluation of supplemental indexes will be conducted starting with athletics, followed by music, and then clubs and organizations. A joint MTA-Administrative committee will be established for this purpose.

Any teacher who resumes a supplemental that was eliminated shall be credited with his/her previous experience and placed at the next step on the supplemental salary schedule.

MENTOR SCHOOL DISTRICT SUPPLEMENTALS

	Years of Experience				
	0	1	2	3	4
MPDC:					
Committee Member	.065	.070	.075	.080	
Liaisons	.095	.100	.105	.110	
Chair and Recorder	.095	.100	.105	.110	
Entry Year Program:					
(1) Planning Committee Member	.050	.055	.060	.065	.070
(2) Level I Mentor	.050	.055	.060	.065	.070
(3) Level II Mentor	.025	.030	.035	.040	.045

Where a varsity athletic team or high school Science Olympiad advances and prevails at the finals of the highest level of competition available, the head varsity coaches/advisors and assistant coaches paid pursuant to this school shall be paid an additional $100 per student participant, to a maximum total of $500.00.

MENTOR HIGH SCHOOL SUPPLEMENTALS

	Years of Experience		
	0	1	2
Activity Club (3 positions)	.033		
Assembly-Awards-Manager	.08	.085	.090
Cardinal Notes Advisor (Yearbook)	.120	.125	.130
Cardinal Notes Assistant	.040	.045	.050
Community Service Advisor (1)	.040	.045	.050
Coordinator of High School Student Camp Counselors	$1,000.00		
Drama Coach – Drama Advisor (2 plays)	.100	.105	.110
Forensics – Debate Club Sponsor	.060	.065	.070
Freshman Class Advisor	.040	.045	.050
Future Leaders Advisor	.060	.065	.070

Inkwell	.080	.085	.090
Junior Class Advisor	.060	.065	.070
Mock Trial	.040	.045	.050
Model U.N.	.080	.085	.090
National Honor Society Advisor	.060	.065	.070
Rotary Interact Club Advisor	.033		
Science Olympiad Advisor	.100	.105	.110
Senior Class Advisor	.100	.110	.120
Senior Project Advisor	.040	.045	.050
Ski Club Advisor	.040	.045	.050
Sophomore Class Advisor	.040	.045	.050
Speech and Debate	.040	.045	.050
Student Council Advisor	.060	.065	.070
Technical/Stage Advisor	.033	.0365	.040
United Way Club Advisor	.033		
WebMaster	.100	.105	.110

MENTOR HIGH SCHOOL SUPPLEMENTAL MUSIC INDEXES

Head Concert Band	.065	.070	.075	.080
Head Marching Band	.150	.155	.160	.165
Assistant Concert Band	.035	.040	.045	.050
Assistant Marching Band (2 positions specified)	.055	.060	.065	.070
Vocal Music Director	.100	.105	.110	.115
Mannheim	.080	.085	.090	.095
Top 25 Director	.090	.095	.100	.105
Assistant Top 25	.043	.048	.053	.058
High School Strings	.100	.105	.110	.115
Majorette	.040	.045	.050	.055
Flags	.040	.045	.050	.055

MENTOR HIGH SCHOOL COACHING POSITIONS (GRADES 9-12)

COACH TITLE	Salary Index			
Athletic Trainer (per season)	.13	.14	.15	.16
Assistant (per season)	.11	.12	.13	.14
Baseball	.16	.17	.18	.20
Assistant (3 positions)	.10	.11	.12	.13
Basketball	.18	.19	.20	.22
Assistant (5 positions, including 2 freshman head coaches)	.12	.13	.14	.15
Cheerleading (2 positions)	.07	.08	.09	.10
Freshman Football (2 positions)	.05	.06	.07	.08
Freshman Boys Basketball (2 positions*)	.05	.06	.07	.08

*if two full teams

Cross Country	.10	.11	.12	.14
Assistant	.06	.07	.08	.09
Faculty Manager (1 position) (per season)	.11	.12	.13	.15
Football	.21	.22	.23	.25
Assistant to H.S. Football (8 positions)	.16	.17	.18	.19
Freshman Coach (Head) (2 positions)	.14	.15	.16	.17
Assistant to Freshman Coach (2 positions)	.13	.14	.15	.16
Golf	.08	.09	.10	.12
Assistant	.06	.07	.08	.09
Ice Hockey	.14	.15	.16	.18
Assistant (2 positions)	.08	.09	.10	.11
Intramurals Director	.14	.15	.16	.18
Lacrosse	.14	.15	.16	.18
Assistant	.08	.09	.10	.11
Soccer	.16	.17	.18	.20
Assistant (3 positions)	.10	.11	.12	.13
Softball	.16	.17	.18	.20
Assistant (3 positions)	.10	.11	.12	.13
Swimming	.16	.17	.18	.20
Assistant (2 positions)	.10	.11	.12	.13
Tennis	.08	.09	.10	.12
Assistant (1 position)	.06	.07	.08	.09
Track	.16	.17	.18	.20
Assistant (3 positions)	.10	.11	.12	.13
Volleyball	.16	.17	.18	.20
Assistant (5 positions, including 3 freshman)	.10	.11	.12	.13
Wrestling	.18	.19	.20	.22
Assistant (4 positions, including 2 Freshmen coaches)	.12	.13	.14	.15

MIDDLE SCHOOL SUPPLEMENTALS

	Years of Experience		
	0	1	2
Activity Club (3 positions)	.033		
Advisory Coordinator	.033		
Auditorium Manager – Memorial	.033	.0365	.040
Business Manager – Student Activities	.040	.0450	.050
Cardinal Challenge Coach	.033	.0365	.040
Cardinal Challenge Coordinator	.015	.0150	.015
Drama Coach – Drama Club Advisor	.040	.0450	.050
Junior Honor Society Advisor	.033	.0365	.040
Knowledge Master Advisor	.033	.0365	.040
Pep Club Advisor	.040	.0450	.050

Power of the Pen Advisor	.033	.0365	.040
Publications – Newspaper Advisor	.040	.0450	.050
Publications – Yearbook Advisor	.060	.0650	.070
Science Olympiad	.050	.0550	.060
Ski Club Advisor	.040	.0450	.050
Student Council Advisor	.040	.0450	.050

MIDDLE SCHOOL SUPPLEMENTAL MUSIC INDEXES

Middle School Instrumental (per building)	.050	.055	.060	.065
Middle School Strings	.050	.055	.060	.065
Middle School Vocal Music (per building)	.050	.055	.060	.065
Middle School Show Choir (per building)	.040	.045	.050	.055

MIDDLE SCHOOL COACHING POSITIONS (GRADES 7-8)

COACH TITLE	Salary Index			
Basketball (2 positions each, girls and boys)	.08	.09	.10	.11
Cheerleading (2 positions per building)	.05	.06	.07	.08
Coordinator of Middle School Athletics	.16	.17	.18	.20
Cross Country	.06	.07	.08	.09
Football	.10	.11	.12	.13
Assistants (3 positions)	.08	.09	.10	.11
Intramurals Director	.08	.09	.10	.11
Track	.08	.09	.10	.11
Assistants (2 positions)	.06	.07	.08	.09
Volleyball (2 positions)	.08	.09	.10	.11
Wrestling – $7^{th}/8^{th}$ Grade	.10	.11	.12	.13
Assistant	.08	.09	.10	.11

ELEMENTARY SUPPLEMENTAL CONTRACTS

	Years of Experience		
	0	1	2
Activity Club (1 per elementary school)	.033		
Curriculum Liaison (one per building)	.022		
Intramural Supervisor	.033	.0365	.040
Playground Supervisor	.033	.0365	.040
Safety Patrol Supervisor	.033	.0365	.040
Student Council Advisor	.033	.0365	.040

A supplemental music account will be established in each building at .033. The music staff that services the individual building along with the building principal will determine how the money will be divided among all individuals. If there is a dispute, the building principal will make the decision. Each .011 carries with it the

requirement to hold at least two (2) performances each year outside of the contracted workday.

SIXTH GRADE CAMP SUPPLEMENTAL CONTRACT

	Salary Index
Sixth Grade Camp Coordinator (one camp coordinator per week)	.020 plus 1 day release time prior to beginning of camp

The sixth grade R.O.E. program is an integral part of the curriculum at that grade level. The advantages of the program, i.e., environmental education, conservation, outdoor laboratory, etc., offer many benefits to the student that cannot be derived from a regular classroom setting. To be most effective, the regular classroom teacher assigned sixth grade has, as part of his/her assignment, the camping experience. A grade level transfer should be requested within one's own building or within the school system if a change in this camp responsibility is desired.

The above notwithstanding, there may be, on occasion, a desire not to attend camp in a given year; to, in effect, "take a break" for one year. Such a request would be given consideration under the following criteria:

1. The staff member has been at camp at least a minimum of three years.

2. That no more than one staff member per school be granted this request. (In the event of multiple requests, the person with the longest camp tenure would be given preference.)

3. A suitable replacement can be found.

4. Such requests can be made only once in a five-year period.

5. That such request be made by April 1 for the following school year.

This does not preclude a staff member being excused for an emergency.

The Board agrees that if the Administration holds Sixth Grade Camp, participating teachers shall be paid a stipend of .01 of the base salary for the entire camp [three (3) nights and four (4) days] during the contract year. A teacher who is obligated to leave Sixth Grade Camp for an emergency beyond his/her control shall suffer a pro-rata decrease in the stipend for all time absent from camp. The administration agrees that teachers at Sixth Grade Camp may bring their own private automobiles for emergency use provided, however, one (1) teacher must be assigned to ride each bus to and from camp. In the event no teacher(s) volunteer(s) to ride the bus(es), the teacher(s) with the least seniority in the district shall be obligated to ride the bus(es). The Administration may, however, waive the requirement that a teacher ride the school bus(es). The Board shall have available an automobile at the campsite for the exclusive purpose of providing transportation in emergency situations.

ELEMENTARY DEPARTMENTAL COORDINATORS

Department Size	Supplemental Salary Index Years of Experience 0	1	2	3
Art/Physical Education	.065	.070	.075	.080

In addition, department coordinators receive two (2) days of extended time at the per diem rate.

HIGH SCHOOL/MIDDLE SCHOOL DEPARTMENTAL COORDINATOR

Department Size	Supplemental Salary Index Years of Experience 0	1	2	3
3 – 7 Teachers **	.065	.070	.075	.080
8 – 13 Teachers	.080	.085	.090	.095
14 – 19 Teachers	.095	.100	.105	.110
20 or more Teachers	.110	.115	.120	.125

(Middle School Special Education Department Coordinators have been added.)

In addition, departmental coordinators receive two (2) days of extended time at the per diem rate.

Coordinators with fourteen (14) or more teachers and district-wide coordinators shall receive three (3) days of extended time at the per diem rate.

** Department size shall be determined by the number of full-time and/or full-time equivalent teachers assigned to each department for which a coordinator is recommended. In some cases, coordinators will serve a single building while in others they will serve district-wide. If a new coordinator's position results in reducing the department size, the coordinator holding that position will be frozen at their present rate. However, extended days may be reduced.

Before the issuance of any supplemental contracts, the Supplemental Committee shall review said contracts. Any changes in supplemental contracts shall be ratified by the MTA Rep. Council and the Board.

F. **EXTENDED TIME** – The administration will annually review the needs for extended time and establish extended programs as required.

1. Staff members may develop and present proposals for extended time activities within defined needs as established by the administration.

2. Payment for extended time will be on a per diem or on a stipend basis. All additional days are to be worked in accordance with an extended time calendar outside of the adopted school calendar and included as a part of the supplemental contract.

G. **PROFESSIONAL GROWTH** – Any employee who as of September 15, 1984, has qualified for professional growth increments shall receive them so long as he/she remains an employee of the Board. Increments for the respective cycles are:

Salary Column	1	2	3	4	5	6	7	8	9
Cycle 1*	.02	.0225	.025	.0275	.03	.0325	.035	.0375	.04
Cycles 2 & 3	$160	$180	$199	$218	$237	$256	$276	$295	$314

* Index relative to base salary

H. **CURRICULUM DEVELOPMENT** – The Administration may from time to time request specific members of the bargaining unit to engage in curriculum development or other district planning programs. Compensation for such activities will be by a stipend set by the Administration. No member of the bargaining unit shall be obligated to engage in such development or planning. The Administration shall give written notice of any compensation at the initial meeting.

I. PAYCHECKS, PAYDAYS, PAY OPTIONS, AND DEDUCTIONS

1. Pay Options

a. Employees will receive compensation on a per diem rate multiplied by the number of days worked per year including paid leave days as provided for in this policy. Beginning April 20, 2007, paydays will be bi-monthly and will fall on the fifth (5^{th}) and twentieth (20^{th}) of each month. Paydays falling on Saturday will be moved to Friday and paydays falling on Sunday will be moved to Monday. Extended time teachers' pay schedules will reflect the additional compensation for said extended time. When a pay date falls on a holiday, Section 3., below, will apply.

b. In addition to the required deductions for federal, state, and city income taxes, and retirement, deductions will be made at the employee's request for such other purposes as are established in 2., below.

c. During the summer months (June through August), paychecks shall be mailed to the teacher's home or other designated address so as to arrive no later than the given payday. During the school year checks shall be delivered on the last working day prior to the pay date.

d. Automatic paycheck deposit will be provided by the Board to any financial institution holding membership in MAPS. Any new member will be paid by automatic deposit.

2. **Payroll Deductions** – Payroll deductions shall be allowed at no cost to the teacher for the following purposes:

a. United Education Profession deductions shall be deducted upon written request by the teacher and in a manner agreeable to both parties.

b. Credit union payments and/or deposits shall be deducted upon written request by the teacher and in a manner agreeable to the credit union in question and the Board Treasurer.

c. Income protection insurance premiums for Board-approved carriers shall be deducted upon written request by the teacher and in a manner agreeable to the carrier and the Board Treasurer. The Board shall approve at least one (1) such carrier.

d. United Way contributions shall be deducted upon written request by the teacher and in a manner agreeable to the United Way Agency and the Board Treasurer.

e. Tax sheltered annuities' payments for Board-approved programs shall be deducted upon written request by the teacher and in a manner agreeable to the program carrier and the Board Treasurer. The Board shall approve at least two (2) such carriers.

f. Political contributions shall be deducted upon written request by the teacher and in a manner agreeable to the program administrator to whom the contribution is designated and the Board Treasurer.

g. Such other payroll deductions as are mutually agreeable to the parties of this negotiated language and upon written request by the teacher shall be carried out.

h. Contributions to citizens' committee(s) for Board levies/bond issues.

3. **Holiday Paychecks/Paycheck Distribution** – During the school year, paychecks will be mailed two (2) days prior to the pay date when the pay date falls on a day when school is not in session except when the mailing date (Wednesday) falls on or before the last day school is in session, in which case the normal paycheck distribution procedure will be followed before school dismissal. Paychecks will be mailed to a designated place when the employee provides the Treasurer's Office with a stamped, self-addressed envelope prior to the mailing date. All checks will be dated in accordance with the established pay schedule.

4. When mailed, checks will be posted early enough to provide for delivery on scheduled pay dates.

5. **Tax Sheltered Annuity** – In accordance with Public Law 87-370 as well as any current provisions of the Internal Revenue Code, the Board shall make available to employees tax sheltered annuity programs. Such programs shall be administered in accordance with the established rules and regulations relating to such programs.

J. INSURANCE BENEFITS

1. **Fringe Benefits** – The Board shall provide for all teachers who so request at established registration times, single or family insurance as indicated by the teacher to no less extent in coverage than what was in effect as of October 1, 2007, for hospitalization, major medical, and dental programs. Anthem Blue Cross is the insurance plan in effect as of October 1, 2007. The base insurance plan is Anthem Blue Cross. Full-time teachers shall pay, via payroll deduction, 7.0% of single and family insurance coverage premiums effective September 1, 2010 and 9.0% of single and family insurance coverage premiums effective September 1, 2011. In addition, the Board shall provide at no cost to all teachers forty-five thousand dollars ($45,000) face value life insurance. Further, the Board shall provide at no cost to teachers vision insurance for all teachers at the same level that the Board is providing for the

classified and administrative staffs and to no less extent in coverage than in effect as of June 1, 2005. The following changes to dental and vision coverage currently available to eligible employees at no charge to employees are:

DENTAL

Dependent Age	21/25
Annual maximum	$1,250
Orthodontist – Lifetime maximum	$1,000

VISION

Dependent Age	21/25
Exam	$ 65
Frames	$ 90
Lenses	
Single	$ 60
Bifocal	$100
Trifocal	$125
Lenticular	$225
Contact Lenses	
Cosmetic	$125
Medically Necessary	$150

The Board shall have the right to determine the carriers of these insurance programs provided there is no compromise in coverage from that provided in the previous contract year. The Insurance Committee will continue its efforts to cause the medical program to become more cost efficient as outlined in Section J., 5., of this Article.

The Board shall provide to each teacher the specifications of the programs for the above insurance programs at least thirty (30) days prior to the effective date of this Agreement and again at least thirty (30) days prior to the open enrollment period to make any change in coverage or carrier.

Beginning October 1, 2007, employees who choose the Kaiser insurance plan instead of the base plan (Anthem Blue-Cross) shall have a monthly employee contribution that equals the difference between the base insurance plan premium rate and the Kaiser insurance plan premium rate plus the monthly employee contribution, single or family, set forth above.

Health Care Insurance Waiver – Employees who waive the Board sponsored health care insurance coverage shall be entitled to the sum of twelve hundred dollars ($1200.00) per school year. Any employee who elects to waive the right to such coverage may revoke the waiver at the next open enrollment period and no less than six months from the original waiver and be

enrolled or re-enrolled in Board sponsored or approved health care insurance plans in accordance with the following:

a. If the employee returns to the Board-sponsored plan during the open enrollment period, he/she may do so without furnishing evidence of insurability.

b. If the employee elects to return to the Board-sponsored plan at any time other than the open enrollment period, he/she must furnish evidence of insurability satisfactory to the Board's health care insurance carrier.

c. No employee having elected to waive coverage as herein provided may return under either option a. or b. without documenting the loss of non-Board paid health care coverage.

The waiver premium shall be paid in one lump sum within forty-five (45) days of the start of the insurance provider's benefit period of the close of the open enrollment period or within forty-five (45) days of the employment of new hires. If the teacher receiving the waiver payment returns to the Board sponsored health care plan within twelve (12) months of the effective date of the waiver, he/she will be required to reimburse the Board on a prorated basis. Such payment may be made by the employee or by payroll deduction. Employees who sign waivers and receive the waiver premium shall be nonetheless eligible to participate in the life, dental and/or vision care program.

Pre-admission Diagnostic Testing – In the event an employee is scheduled to be admitted to a hospital the Board agrees, to the extent the employee would not be fully covered, to pay or supplement the cost of all diagnostic tests the employee has performed on an out-patient basis. This provision shall be limited to only those diagnostic tests that, but for having been performed on an out-patient basis, would have been ordered and performed on the employee while an in-patient. Further, only those tests the Board's carrier would have paid if done as an in-patient will be paid for by the Board.

Out-Patient Surgery – Should an employee have the option of having surgery done on an out-patient or in-patient basis, the Board will, if the surgery would be covered under the Board's policy if done on an in-patient basis, pay the cost of the out-patient surgery or supplement the cost thereof if the Board's carrier would only pay a portion of the out-patient surgery.

2. **HMO** – Staff members who select the Health Maintenance Organization (HMO) coverage must make their decision within the guidelines and time frame established by the HMO; staff members selecting HMO coverage must remain in the HMO program for a one-year period unless said program is withdrawn by the HMO group.

In the event the cost of single HMO coverage exceeds the Board's equivalent cost of single Board-sponsored coverage, the employee shall make up the difference; likewise if the cost of family HMO coverage exceeds the Board's equivalent cost of family Board-sponsored coverage, the employee shall make up the difference. If the HMO program selected by the employee costs less than the cost of the appropriate hospitalization/surgical medical coverage, the Board's obligation will be limited to the actual cost of the HMO coverage selected.

3. **Open Enrollment** – The Open Enrollment period for members of the bargaining unit for purposes of making changes in the individual's medical, dental, and vision programs made available by the Board of Education will be held during the first two weeks in May each year. Changes made during this time will be effective July 1. Members of the bargaining unit will be provided an appropriate notice of the Open Enrollment period. The Open Enrollment period may be subject to change but only with the consent of the Board of Education and the Mentor Teachers Association.

4. **Insurance Benefits for Retired or Resigning Staff Members**

   a. **Retiring Staff Members** – Staff members who resign effective at the termination of their working period or at the end of a school year are provided the option of receiving their total remaining earnings at that time. In that event, the Board shall have no further responsibility for providing any fringe benefits as set forth in this Agreement. In the event a resigning staff member elects to continue his/her normal pay period through to the point when total earnings would have been paid, the Board shall continue to be obligated to provide fringe benefits to the point where total earnings have been paid. Staff members who begin work after January 1 shall be given the option at that time of receiving all monies they will earn during the normal working year with the last check received after completion of services to the Board and termination of fringe benefits at that time. Staff members beginning work after January 1 may choose to receive total earned compensation over the remaining portion of the normal contract year with fringe benefits to continue to the end of that period.

   b. Resigning staff members may elect to have life insurance coverage converted to an individual policy upon application to the carrier within thirty-one (31) days after termination of employment. The conversion of any other insurance benefit to an individual policy shall be made in accordance with the terms and conditions of the contract then in force between the Board and the provider of such insurance coverage. The Board will inform the appropriate insurance carrier of such conversions requested by employees.

5. **District-Wide Insurance Committee** – The MTA and the Board of Education agree to participate in a district-wide committee to study and develop

recommendations designed to cause the medical benefits program to become more cost efficient. The committee will include equal representation from the Mentor Classified Employees, the Mentor Teachers Association, and the Administration.

The committee will meet as needed but not less than four (4) times per year at scheduled times. Dates shall be set at the beginning of the year for the committee to meet. The committee's studies will include, but not be limited to, the following areas:

a. Developing an understanding of the medical benefits program.

b. Identifying various options to reduce the costs associated with the program.

c. Developing strategies which, if implemented, will reduce the costs within the program.

d. Developing and implementing strategies for educating employees regarding employee benefits.

The members of the committee will be empowered to make recommendations relating to the medical benefits program.

If the recommendations are contrary to provisions of this contract, then following ratification by the MTA membership and the Board, the committee's recommendations will be written in the form of a Memorandum of Understanding.

6. **Tax Sheltering Section 125 Plan** – The Board will allow before-tax deductions for insurances and other IRS pre-tax deductions.

K. CAREER AND TECHNICAL EDUCATION SALARY PROCEDURE

1. All candidates must meet State Department of Education T and I qualifications and be eligible for the proper Ohio teaching certificate.

2. Candidates with less than the Bachelor's degree:

   a. First seven (7) years of approved trade experience to be treated as the equivalency of a four (4) year degree;

   b. Remaining years of approved and appropriate experience up to ten (10) years may be treated as years of experience on salary schedule effective with the beginning of the individual's contract.

3. Candidates with Bachelor's degree or better will be placed on the regular salary schedule with extended service computed at his/her per diem rate for

each additional day beyond the total number of days called for in the current school calendar. A "month" of service shall be equivalent to twenty (20) days, and a "week" of service shall be equivalent to five (5) days. All "additional service" days are to be worked in accord with a calendar developed by the Coordinator of Vocational Education and approved by the Superintendent.

4. The Assistant Superintendent/Human Resources with approval of the Superintendent may recognize the following vocational certificate grades for salary purposes:

Temporary	=	Bachelor's Rating
Provisional	=	B.15 Rating
Professional	=	A Rating

5. All candidates must agree to attend the seminar workshops as required by state regulations for T and I candidates.

6. Candidates are responsible for initiating proper application for certification required.

L. SEVERANCE PAY

1. When a certified/licensed employee retires from active service under the provisions of the State Teachers Retirement System and such employee's last five (5) years of service have been in the Mentor Public Schools, the certified/licensed employee shall, upon application, receive retirement severance pay according to the provisions of this subsection. Retirement shall also be defined as completing twenty-five (25) years of service in the Mentor Exempted Village Schools and leaving the system or leaving the employ of the Mentor Public Schools after reaching the age of fifty-five (55).

   Severance pay shall be determined by multiplying the daily rate of contracted pay at the time of retirement by one-fourth (1/4) of the total number of accumulated unused sick leave days.

   In the event of the death of an employee who has met the length of service eligibility requirements set forth herein and who is covered under the provisions of this Agreement, the employee's estate shall receive the severance pay as provided in this Article.

   Severance payment shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement. Such payment shall be made only once to the certified/licensed employee.

M. SUMMER SCHOOL

1. As soon as program needs are known, summer school or extended school year opportunities are to be advertised to teachers. The best-trained and

qualified teachers shall be selected from a roster of applicants for various positions. When such programs are offered, teachers employed for these programs should be selected from the district's teachers according to program needs. Whenever personnel qualified to teach the specific course offering cannot be recruited from the district's teachers, other qualified professional personnel may be hired by the Board.

2. a. Personnel retained by the Board for summer school or extended school year programs shall not be obligated to exceed a total teaching time duty of five and one-half (5-1/2) hours per day for a period of twenty-five (25) days. The workdays shall be established by the Board except that July 4 will be observed as an unpaid holiday. Employees hired by the Board for such purposes shall meet with students five (5) hours per day, be on duty ten (10) minutes before classes begin, ten (10) minutes between classes, and ten (10) minutes after classes. Part-time and elementary summer employees shall have their time and pay prorated accordingly.

   b. **New Credit Classes** – Personnel retained by the Board for summer school programs shall not be obligated to exceed a total teaching time duty of four (4) hours per day for a period of forty (40) days. The workdays shall be established by the Board except that July 4 will be observed as an unpaid holiday. Part-time and extended lab class teachers shall have their time and pay prorated accordingly. Class size for new credit shall be limited to twenty-five (25) students.

3. Summer school compensation shall increase each year the same percentage as the base salary. Years of Mentor experience in summer school will be determined effective with the 1987 Summer School Program.

	0	1	2
2006	$3,074	$3,257	$3,438
2007	$3,166	$3,355	$3,541
2008	$3,292	$3,455	$3,648

Pay dates for teachers performing the above duties shall correspond to the already established pay dates beginning with the first such pay date following completion of the first third of the session unless the Board in its sole judgment and discretion elects to pay sooner. One-third (1/3) of the total compensation due shall be paid on each succeeding pay date.

4. There will be no reduction in total number of bargaining unit members employed or hours worked solely as a result of summer school.

N. **INTERNAL SUBSTITUTE** – If an Administrator asks a teacher to teach or supervise a classroom during the teacher's preparation time and the teacher agrees, then the teacher shall be twenty-eight dollars ($28.00) per hour in one-quarter (1/4) hour increments (rounded up). Teachers who are compensated for internal substitution under this provision shall implement the class lesson plan if

the teacher is able to do so. Class coverage pursuant to this provision shall be arranged by the Administration.

O. **TUITION REIMBURSEMENT** – The Board shall reimburse an employee for the cost of credit courses approved by the Mentor Professional Development Committee in accordance with the following guidelines:

1. There shall be an annual total limit on reimbursement of forty thousand dollars ($40,000.00) per school year.

2. Employees are eligible to seek reimbursement for up to five hundred dollars ($500.00) in tuition in any year.

3. Applications for reimbursement for the preceding school year shall be submitted by October 1 to the Treasurer's office and shall include verification of MPDC approval, proof of payment, and satisfactory completion of the course.

4. In the event applications exceed forty thousand dollars ($40,000.00) for any year, the total of forty thousand dollars ($40,000.00) shall be allocated on an equal per capita basis among employees who submit timely and complete applications.

5. Reimbursement will be made to eligible employees by November 15.

ARTICLE VI – ABSENCES AND LEAVES

A. **SICK LEAVE** – Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month [fifteen (15) total days per year] to two hundred ninety (290) days. All staff members will be advanced five (5) days of sick leave each year if needed. The total accumulation of sick leave during any year shall not, however, exceed fifteen (15) days.

Employees may use sick leave upon notification to the Assistant Superintendent/Human Resources for absence due to personal illness, pregnancy, injury, exposure to a contagious disease which would be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family which shall be defined as spouse, son, daughter, father (in-law), or mother (in-law), brother, sister, or other person(s) living in the employee's household who is related to the employee by blood or through marriage. Additionally, sick leave may be utilized for the life-threatening illness and/or injury or death of the employee's brother-in-law, sister-in-law, grandparent, grandchild, or other person(s) living in the employee's household.

Application for sick leave to be used for anticipated medical treatment or anticipated medical disabilities shall be applied for as far in advance as is possible and shall state the anticipated beginning date of the leave, the estimated duration of the leave, and the expected return date so that appropriate plans can be made for obtaining a competent substitute.

A teacher returning to work shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave and for verification. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. If hospitalized for a period in excess of two (2) days, or on authorized sick leave for more than ten (10) consecutive days, the employee shall provide the Assistant Superintendent/Human Resources, when requested, with a physician's statement indicating that the employee's medical condition is such that the employee can resume all assigned duties. Nothing in this section shall be construed to waive the physician-patient privilege provided by O.R.C. 2317.02.

If an employee faces illness that may require extended absence from the district, that employee is encouraged to notify the Human Resources Office or an MTA representative to learn of the options that are available regarding use of sick leave or disability.

B. **MEDICAL LEAVE OF ABSENCE** – When an employee has exhausted his/her accumulated sick leave and is still unable to return to work for the reasons enumerated in sick leave policy, the Board of Education will, upon proper application of the employee, place the employee on medical leave of absence. Such a leave will begin on the day that the accumulated sick leave reaches zero and the employee has no earnings due, and will be for not less than the balance of the current school year or current school semester whichever is shorter and for a

maximum period of not more than two (2) consecutive school years in addition to the remainder of the semester during which it commences. While on medical leave of absence, the employee ceases to accumulate sick leave. The Board of Education will, however, pay its full share of the employee's hospitalization and major medical insurance and group term life premiums falling due and payable prior to the end of the month during which the medical leave begins. An employee may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days, in which case all fringe benefits will be maintained by the Board, and the employee shall return to the position temporarily vacated. A condition precedent to the granting of any such short-term emergency medical leave shall be the providing by the employee of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) days. Should the employee in question be unable to return to full-time responsibilities upon completion of said thirty (30) day period, he/she must request regular medical leave in accordance with the terms of the remainder of this policy.

An employee on medical leave of absence will be carried on payroll records as required by 3313.202, Ohio Revised Code. An employee shall be paid in full the balance due him/her in his/her last check with appropriate deductions made for federal withholding tax, state income tax, city income tax, retirement contribution, insurance, dues, etc.

While an employee is on medical leave of absence, the Board will pay its share of the employee's total fringe benefit package for the following periods: employees with zero (0) to three (3) years in-district experience – three (3) months in any one calendar year; those with over three (3) but not over five (5) years experience – six (6) months in any one calendar year; and those with more than five (5) years – one (1) year; thereafter any such employee will be given the opportunity of participating in the hospitalization/health care insurance and group term life programs by forwarding a check or checks for both the Board's portion and the employee's and family portion (when applicable) to cover the full cost of said insurance program(s). The Human Resources Department will process all leave and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-fifth (25^{th}) day of the month in order to continue the insurance in force. The employee may also forward funds required to carry on his/her other fringe benefits, such as health and accident insurance. The checks for fringe benefits are to be made out to the company involved; the Treasurer's Office will forward these checks to the specified company.

An employee on medical leave of absence who intends and desires to return to work at the beginning of the next school year or semester shall file an application for reinstatement by April 1 for the next school year and December 15 for the second semester, even if it is possible that said return may not become medically feasible.

The application must be accompanied by a physician's statement indicating the employee's medical condition is or may be reasonably anticipated to be such that

the employee is capable of returning to work. At the employee's option, said statement may be provided on the actual return date in which case it shall provide assurance of medical fitness to carry out assigned duties and responsibilities. It shall be the duty of the employee to notify the Assistant Superintendent/Human Resources in writing of such intention to return to duty. Failure to actually return to work due to continuing medical disability shall not be cause to seek cancellation of certification or unused sick leave. Upon return to service, the employee shall resume the contract status held prior to the medical leave of absence.

The employee will be assigned to the same position if it is available or a substantially equivalent position to the one he/she held prior to the leave unless no such position is available in which case he/she will be assigned to a position within his/her area(s) of certification. In accordance with the criteria established in policy and as has been the practice in the past, every effort will be made to arrive at a mutually agreeable assignment.

An employee who desires to return to work prior to the beginning of the next school year may inform the Assistant Superintendent/Human Resources in writing of such interest. This expression of interest must be accompanied by the physician's statement indicating the employee's medical condition is such that all assigned duties can be resumed. The Assistant Superintendent/Human Resources will consider the placement of an employee for any position which becomes vacant and for which the employee has the proper and necessary qualifications. The employee has, however, no assurance of any position prior to the regularly established reinstatement time as defined herein, but will be given preference in the filling of any position within his/her area(s) of certification.

SICK LEAVE BANK - In cases of personal hardship to a bargaining unit member brought on by a catastrophic illness or injury, where the bargaining unit member has exhausted all accumulated, unused sick leave and all personal leave days, the Board and MTA may enter into an agreement to assist the affected bargaining unit member through the donation of accumulated, unused sick leave by other bargaining unit members who volunteer to do so. Any decisions made by the Board and the MTA under this section shall not be subject to the grievance and arbitration provisions of Article VII of this Agreement.

Sick Leave Bank Process

A bargaining unit member may be granted additional sick leave days through the donation of accumulated unused sick leave by bargaining unit members who volunteer to do so in accordance with the following process:

1) For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune.

2) A joint MTA/Board Committee consisting of two (2) bargaining unit members appointed by the MTA and two (2) administrators shall be appointed on a yearly basis to review requests under this provision.

3) Applications for catastrophic illness/injury sick leave donation must be submitted to the Assistant Superintendent of Human Resources. Applications should include the following information:

   1) Nature of Illness/injury.
   2) Physician(s) statement as to the condition and the need for sick leave.
   3) Projected date of return to duty.
   4) Any other pertinent information that applicant can submit to the committee for its consideration.

4) Prior to granting the request, the committee shall also review the bargaining unit member's attendance record with the district.

5) At the beginning of each school year, the Assistant Superintendent of Human Resources shall send a memo to all bargaining unit members asking if the member wants to make a donation to the sick leave bank. An MTA member shall be entitled to donate one sick leave day per contract year no matter if the request falls under item 6. or 7. of this Memorandum of Understanding.

6) A bargaining unit member who chooses to maintain confidentiality and not disclose his/her name to the membership shall submit his/her request to the Sick Leave Bank Committee. The committee shall meet and make a determination regarding the request. Should the bargaining unit member be granted his/her request, the days shall be pulled from a standing sick leave bank.

7) A bargaining unit member may choose to disclose his/her name to the membership when submitting his/her request to the Sick Leave Bank Committee. If the committee approves the request, a memo shall go out to the membership requesting donations in the MTA member's name. A sick leave bank in the MTA member's name shall be established.

8) The bargaining unit member shall be informed of the committee's decision to grant or deny the request and the decision of the committee shall be final.

9) Any unused sick leave days shall go back to the standing sick leave bank.

10) Any unused sick leave days remaining in the standing sick leave bank shall carry over into each new school year.

11) Accumulated sick leave shall be transferred day for day regardless of differing pay scales.

12) All information and reports relating to applications under this policy shall remain confidential.

C. PARENTAL LEAVE

1. **Parental Leave** – Employees of the Mentor Public Schools System who become pregnant, who are adopting or rearing a child of preschool age, and who desire to return to work at a future date shall be granted a parental leave. In the case of parental leave, paid sick leave shall not exceed eight (8) weeks, unless medical complications require longer use of sick leave. Absent medical complications, the paid sick leave following delivery or receipt of custody must end not later than twelve (12) weeks following delivery or receipt of custody. A parental leave shall be a leave without pay and shall be in accordance with provisions of this Part C. Parental leave may commence at any time during the period between commencement of pregnancy and the end of the pregnancy disability associated with the birth of the child or at the time of the adoption of the child. Such leave shall be for a period up to one (1) school year renewable for one (1) additional school year. Any such request for renewal shall be granted upon proper application. No part of this provision shall deny employees their rights under the Family and Medical Leave Act.

2. **Application for Leave** – Applications for parental leave shall be in writing, directed to the Assistant Superintendent/Human Resources on the proper form, and shall contain the date on which the leave of absence is to commence. Application for parental leave shall be made at the earliest possible time but shall not be later than the thirtieth (30th) day before the beginning of the parental leave except in cases of emergency or those owing to circumstances which could not reasonably be anticipated thirty (30) days in advance. The employee's failure to make a timely application should not be reason for refusal.

3. **Fringe Benefits** – Teachers on parental leave will be given the opportunity of continuing in the hospitalization/health care insurance and group term life insurance programs by forwarding a check or checks for both the Board's portion and the employee and family portion (when applicable) to cover the full cost of said insurance programs. The Human Resources Office will process all leaves and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-fifth (25th) day of the month in order to continue the insurance in force. The employee may also forward funds required to carry on his/her other fringe benefits such as health and accident insurance. The checks for fringe benefits are to be made out to the company involved; the Treasurer's Office will forward these checks to the specified company.

   A teacher who is on active pay status for one hundred twenty (120) days and uses parental leave which commences prior to the end of that school year

shall be reimbursed by the Board one half (1/2) of the insurance payments that said teacher paid for June, July, and August of that school year, provided said teacher returns to work at the beginning of the next school year. Reimbursement shall be within thirty (30) days of the teacher's return to work.

4. **Reinstatement Application** – An employee on a parental leave who desires to return to work at the beginning of the next school year shall file an application for reinstatement by April 1 preceding the leave expiration date. The application, where applicable, must be accompanied by a physician's statement indicating the employee's medical condition is such that he/she is capable of returning to work. Failure to make timely application shall not be a basis for a denial of reinstatement if a suitable position is available.

   An employee who desires to return prior to the beginning of the next school year may inform the Assistant Superintendent/Human Resources in writing of his/her interest. This expression of interest must be accompanied, where applicable, by a physician's statement indicating the employee's medical condition is such that he/she can resume all assigned duties. Teachers who satisfy the requirements expressed herein may be returned either at the beginning of a grading period or at the winter/holiday break.

5. **Reinstatement** – Upon application for return from approved parental leave, the employee will be assigned to the same position if available or to a substantially equivalent position to the one he/she held prior to the leave unless no such position is available in which case he/she will be assigned to a position within his/her area(s) of certification.

   In accordance with the criteria established herein and as has been the practice in the past, every effort will be made to arrive at a mutually agreeable assignment.

   An employee who desires to return to work prior to the beginning of the next school year may inform the Assistant Superintendent/Human Resources in writing of such interest. The Assistant Superintendent/Human Resources will consider the placement of an employee for any position which becomes vacant and for which the employee has the proper and necessary qualifications. The employee has, however, no assurance of any position prior to the regularly established reinstatement time as defined herein, but will be given preference in the filling of any position within his/her area(s) of certification.

   In respect only to this parental leave, applicable judicial decisions and statutes will be followed with regard to termination, nonrenewal, or failure to issue any limited or continuing contract for regular teaching duties, supplemental duties, or administrative duties.

D. **PERSONAL LEAVE** – The Board of Education believes that employees, considering the best interests of the students, will make every effort to use

discretion in the use of personal leave. Within this context personal leave will be granted for the reasons stipulated in the Rules and Regulations below.

1. **Rules and Regulations** – Any certified/licensed staff member may be absent without loss of pay a maximum of four (4) days in any school year to transact necessary and urgent personal business which cannot be conducted outside the regular school day, to attend to affairs of a personal nature which cannot be conducted outside the regular school day, and for other reasons that fall within the intent of this provision. Two (2) additional days per year shall be available to bargaining unit members for days where the tenets of their recognized religion requires a total abstinence from work.

   Personal leave shall not be used in place of professional leave, to provide vacations, for recreation, for social or fraternal functions, or to engage in or seek other employment, or to attend business trips with a spouse.

   Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined in O.R.C. 3319.16 and shall result in appropriate disciplinary action, up to and including contract termination.

   Reasons for requesting personal leave must fall within one of the four categories enumerated below:

   a. To transact personal business.

   b. Bereavement not covered by the sick leave policy.

   c. Emergency beyond the employee's control. Such circumstances are defined as certain broad events that cannot be anticipated or avoided.

   d. Other good and just causes. (This shall also include a once in a lifetime event which must be specified and which shall be subject to prior approval). Section 1., d., is not subject to the grievance procedure.

   e. Applications for personal leave requests, submitted under provisions of Section 1.b. – Bereavement, and c. – Emergency, do not have to be submitted five (5) days prior to the day of the proposed leave.

   f. The Mentor Exempted Village Board of Education and the Mentor Teachers Association agree that in the event of a death of a staff member, staff member's spouse/child, or a student associated with a particular building, in which members of the bargaining unit in that building wish to attend services for the deceased, the following will be the procedures:

      -- Teachers who desire to attend services for the above deceased will notify the building principal.

-- The building principal will contact the Human Resources office with the names of the staff members, date, and time substitute teachers are needed.

-- The Human Resources office will provide as many of the requested substitute teachers for the staff members requested as possible. The staff members will submit personal leave request forms for one-quarter day or for the amount of time applicable.

-- The Human Resources office will contact the building principal and inform him/her of the number of substitutes scheduled.

-- Staff members for whom a substitute teacher could not be scheduled for coverage, may attend the service (and will be required to submit for one-quarter personal leave or the amount of time applicable) if the principal can procure an internal substitute who will cover a class Teachers covering classes will be paid the appropriate internal coverage stipend.

2. **Procedures to be Followed** – Approval of the request shall be dependent upon compliance with the following:

a. The employee must submit a properly completed form at least five (5) school days prior to the actual date of the proposed leave. Written reason(s) must be submitted for approval of the Assistant Superintendent/Human Resources for personal leave requests during the last twenty (20) work days of the school year.

b. Requests for two (2) or more consecutive days of personal leave, or requests to extend holidays or recesses, must specifically state in detail the reason for the request and are subject to the approval of the Assistant Superintendent/Human Resources.

c. Requests for single days of personal leave shall be approved based upon the checking of categories a., b., or c., and timely submission.

d. Applications submitted under provisions of Section 1., subsection d., above, must state the specific reason for the leave, be submitted at least five (5) days prior to the day of the proposed leave, and be approved by the Assistant Superintendent/Human Resources.

All personal leave requests will be processed through the building principal or the appropriate supervisor and will be forwarded to the Assistant Superintendent/Human Resources. In reviewing all requests the Assistant Superintendent/Human Resources will render the final approval or disapproval where required.

A member may roll unused accrued personal leave days, not including the two (2) specific days available for religious observance, into accumulated sick leave up to the maximum accrual established in Article VI, A. The roll over will occur at the end of the school year.

E. MILITARY LEAVE

1. Any teacher who has left or leaves a teaching position, by resignation or otherwise excluding contract termination or nonrenewal, and within forty (40) school days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof, or such other services as are specified in Section 143.22 of the Ohio Revised Code is eligible for a military leave of absence. Application for military leave should be directed to the Assistant Superintendent/Human Resources and accompanied by enlistment documents.

   Staff members granted military leave of absence who receive a discharge other than dishonorable shall be reemployed by the Mentor Board of Education under the same type of contract as that which (s)he last held in the Mentor School District, if the teacher shall, within ninety (90) days after the discharge, apply to the Mentor Board of Education for reemployment. Upon such application, accompanied by a copy of the discharge papers, the teacher shall be reemployed on the first day of the next school semester, if the application is made not less than thirty (30) days prior to the first day of the next school semester, in which case the teacher shall be reemployed the first day of the following school year.

   For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service has been performed during such time. The Mentor Board of Education may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof in accordance with the Ohio Revised Code.

2. **Induction/Reservists Called to Active Duty**

   a. **Statutory Compensation** – Employees inducted or called to active duty in the armed forces shall be entitled to a leave of absence without loss of base compensation for a period of thirty-one (31) calendar days per year pursuant to Ohio Revised Code Section 5923.05, unless the amount or duration of such compensation shall be modified pursuant to a collective bargaining agreement or subsequent legislative enactment.

   b. **Compensation Differential** – Employees inducted or called to active duty in the armed forces shall be further entitled to additional compensation for periods beyond the initial statutorily mandated thirty-one (31) calendar day period described in Section "a." in an amount

equal to the amount by which an employee's base salary exceeds active duty military compensation, including basic allowance for quarters and basic allowance for subsistence, payable during the employee's absence for a total period, including statutory compensation, not to exceed twelve (12) months from the date an employee's call-up begins.

c. **Continuation of Benefits** – Any employee inducted or called to active military duty shall be permitted to continue participating in all employee benefit programs offered by the District for a period not to exceed twelve (12) months commencing with the date an employee's call-up begins, if the employee so elects. The District and the employee shall continue to be responsible for the respective portion of the premiums or payments due for such benefits as prior to the employee's entry into military duty. The employee portion of premiums and payments shall continue to be paid on the basis of a payroll deduction throughout the period in which the employee is entitled to receive statutory or continuing compensation as described in Section "a." and "b." from the District. However, if an employee's compensation is insufficient to meet benefit expenses by payroll deduction, the District shall forward to the employee the appropriate billing statement for the amount owed for the employee's portion of that benefit. This continuation of benefits shall not apply to any benefit, which by its terms excludes periods of military duty, including, but not limited to, life insurance policies containing a war time exclusion.

d. **Re-employment Rights** – Employees returning from military duty shall be entitled to re-employment with the District. To be eligible for re-employment, an employee who served on active duty for ninety (90) days or more must apply for restoration of employment within ninety (90) days after relief from military duty or release from a period of hospitalization of not more than one (1) year, furnish proof of a discharge other than dishonorable conditions, and be physically qualified to perform the duties of such former position. For periods of active duty less than ninety (90) days, the time for application for re-employment shall be within thirty-one (31) days after relief from military duty or release from a period of hospitalization of not more than one (1) year. Re-employment shall commence at the earliest possible time, but no later than thirty (30) days following the application for re-employment. An employee who is unable to perform former duties by reason of disability shall be placed in another position for which the employee is qualified and which provides the closest approximation of seniority, status, pay, and ability to carry out the assigned duties.

e. **Rights Upon Restoration of Re-employment** – In addition to such other rights as may be granted pursuant to state or federal law, an employee shall be entitled upon restoration of employment to the seniority status which would have accrued if the employee had remained continuously employed during the military leave of absence, including total experience credit with the District.

f. **State Retirement Funds** – The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

F. PROFESSIONAL LEAVE

1. **Professional Leave** – All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students, and in keeping with the breadth of experience and depth of training that they possess, opportunities for the staff shall be especially rich and varied.

   The Superintendent shall provide the staff with opportunities in areas such as the following:

   a. Released time and leaves of absence for travel and study.

   b. Visits to other classrooms and other schools.

   c. Conferences involving other personnel from the district, county, state, region, or nation.

   d. Membership on committees drawing personnel from such sources.

   e. Training in classes and workshops offered within the district.

   f. Further training in institutions of higher learning.

2. **Rules and Regulations** – Staff members requesting professional leave shall submit an application for such leave at least ten (10) school days in advance of the activity to the Superintendent or to such administrative official as shall be designated in writing from time to time by the Superintendent. For purposes of this policy, professional leave shall be used for the above listed reasons and for such other activities as shall be specifically approved by the Superintendent.

   The application for leave, approved or not approved, will be returned to the applicant within five (5) school days after the application is received by the appropriate Administrator. When a request is denied, an applicant may ask that it be reconsidered. When an application for professional leave is denied, the reason(s), if requested, for the denial will be given to the applicant in writing.

The participant shall receive his/her regular compensation for the day(s) excused for purposes of attending such activity. Dependent upon the purpose of the activity, the participant shall receive reimbursement for reasonable and necessary expenses in full or in part from the Board of Education from the appropriate fund of the school district. A request for Board of Education reimbursement must be filed in accordance with established procedures upon submission of appropriate statements of expenses.

A staff member participating in a professional leave activity will be expected to develop a resume of the significant activities or events that can be shared with other members of the staff.

Except for procedural issues or claim(s) of discrimination relating to Association membership/activity, no element of this professional leave policy shall be subject to the grievance procedure.

G. LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT

1. Any employee who has completed five (5) or more years of continuous teaching service in the Mentor Schools may be granted, with the permission of the Board of Education upon the recommendation of the Superintendent, a leave of absence for professional improvement for either one (1) or two (2) semesters.

2. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher shall return to the district for at least two (2) years following the leave for professional improvement.

3. No such leave shall be granted unless a satisfactory substitute is available, nor shall such leave be granted to more than five percent (5%) of the professional staff at any one time. No such leave shall be granted to a teacher more often than once for each five (5) years of service, nor shall such leave be granted a second time to the same teacher when other members of the staff have filed a request for such leave.

4. Each certificated employee who meets the requirements and is granted a sabbatical leave may elect to have the year count as a year of service by having his/her share of retirement payments deducted from the leave pay. The salary base for these payments will be the same salary that the person would have received during the year for which the sabbatical leave was granted.

5. The employee must make the necessary application to the State Teachers Retirement System for approval of retirement fund payments during the leave of absence. The Board will furnish the necessary information to accompany the application.

6. The Board of Education will remunerate the teacher on leave of absence for professional improvement the difference, if any, between the replacement teacher's salary and the salary of the teacher on leave. After Board approval, individual teachers shall have the right to waive this provision.

7. Failure on the employee's part to return for two (2) years following this leave shall entitle the Board to take action to recover remuneration paid him/her while on leave.

8. Upon return from leave of absence for professional improvement, the teacher's placement on the salary schedule will be commensurate with his/her years of teaching service and verified level of training.

9. A teacher may be granted a leave of absence for professional improvement after three (3) years of service in the Mentor System provided that the aforementioned criteria has been met by the applicant. Further, such applicant would not be eligible for financial remuneration as set forth in paragraph 6.

10. Except for procedural issues or claim(s) of discrimination relating to Association membership/activity, no element of this leave of absence for professional improvement policy shall be subject to the grievance procedure.

H. **LEAVES WITHOUT PAY** – The Board recognizes that there may be occasions causing an individual to request a short-term leave from his/her assigned responsibilities which does not fall within the provisions of the sick leave, personal leave, or professional leave policies and would, therefore, be without compensation. Such requests will be denied except where there is a clear indication of extenuating circumstances. Leaves without pay will be approved for employees who have job interviews that could not be scheduled outside the established school calendar and/or workday. Leaves without pay will be approved for employees who are candidates and choose to campaign for an elected office on Election Day. The Assistant Superintendent/Human Resources shall have the discretion to grant leave without pay for good and just cause. The decision shall be final and nongrievable.

I. **ASSAULT LEAVE** – An employee who is physically and/or psychologically assaulted as a result of employment shall be provided assault leave and sign a written release to permit the Assistant Superintendent/Human Resources to consult with a physician on the sole issue of the physician's professional opinion regarding the need for assault leave. The initial authorization of assault leave shall be for up to forty-five (45) working days.

1. The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave and sign a written release to permit the Assistant Superintendent/Human Resources to consult with a physician on the sole issue of the physician's

professional opinion regarding the need for assault leave. The initial authorization of assault leave shall be for up to forty-five (45) working days.

2. The employee who has been assaulted must file an assault complaint with appropriate officials, including a police report, in the appropriate jurisdiction unless evidence is presented by a physician and/or a psychiatrist that the involved staff member's physical or mental health would be impaired by subsequent court appearances. In an effort to support the assaulted employee's safe return to work, the Board will pursue strategies to minimize contact between the assaulted employee and the assaulting party in accordance with law.

3. A certificate from a licensed physician stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.

4. If requested by the Assistant Superintendent/Human Resources and if the assault leave will extend beyond forty-five (45) working days, the Assistant Superintendent/Human Resources may ask the employee to furnish a certificate from the original licensed physician stating the nature of the disability and its duration. The Assistant Superintendent/Human Resources may request a second opinion(s), at Board expense, following each time the employee furnishes the certificate from a licensed physician stating the nature of the disability and its duration. The Board, at its expense, shall consult an occupational health service to select an appropriate physician to provide a second opinion. If there is a disagreement between the original physician and Board physician, the two physicians will be asked to select a third physician, at Board expense, to provide a final decision.

5. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Likewise, if an employee is subpoenaed to make court appearances related to the assault, assault leave days shall be granted. However, any remuneration received for serving the court will be disbursed to the Board of Education by the employee, exclusive of parking fees, mileage, and meal expenses.

6. In the case of an assault on an employee as a result of employment of the Board of Education for which Worker's Compensation or disability compensation under the State Teachers Retirement System is paid, the Board will pay the difference between the Worker's Compensation or disability payment and the employee's daily rate, for a period not to exceed one (1) year. In addition, the Board will pay the monthly premium on the medical plan, major medical, and group life insurance pursuant to law.

7. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

J. **RETENTION OF INSURED FRINGES** – Under the condition of a qualifying event as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985, any affected teacher shall be entitled to at least the benefits outlined by the Act.

K. **COURT/JURY DUTY LEAVE**

1. In the case of jury duty or court appearance as the result of employment by the Board of Education, no deductions shall be made from the employee's accumulated sick leave or personal leave. Pay for days of such absences will be at the employee's regular daily rate. Court appearance as a result of employment does not include any appearance where the employee is a plaintiff, except as a plaintiff in assault leave under Section I., 2.

2. When an employee is subpoenaed to appear in court for purposes other than as described in K., 1., and has exhausted his/her allocated personal leave, sick leave shall be utilized for this situation.

3. When an employee is subpoenaed by a court to testify as a witness in a proceeding, where the only connection to the legal action is the employee's exercise of good citizenship in witnessing an accident or crime, the Assistant Superintendent/Human Resources shall have the choice of granting "Court Leave" instead of using the employee's personal leave and/or sick leave.

4. Any remuneration received for serving as a juror or witness will be disbursed to the Board of Education by the employee, exclusive of parking fees, mileage, and meal expenses.

L. **FAMILY AND MEDICAL LEAVE (FMLA)** – An employee who has worked twelve hundred fifty (1250) hours or more during the twelve (12) month period preceding the commencement of the leave shall have the right to take Family and Medical Leave according to the terms of Board Policy Number 3.03 which is incorporated into this Agreement. FMLA leave entitles the employee to have up to twelve (12) work weeks of unpaid leave for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter, or parent if such individual has a serious health condition or for the employee's serious health condition which disables him/her from performing the functions of his/her position. To the extent that provisions of the FMLA leave are covered by other leaves provided in the negotiated agreement or other Board-approved documents, the twelve (12) weeks of leave and benefit coverage under the FMLA leave policy shall run concurrently with other existing benefits. In the case of parental leave, paid sick leave is limited to eight (8) weeks and must end no later than twelve (12) weeks following delivery or receipt of custody unless medical complications require longer use of sick leave.

Although FMLA leave is available for the birth, adoption or foster care of a child, an employee shall be required to take FMLA leave concurrent with other leaves available under the negotiated agreement for prenatal care pregnancy, illness associated with pregnancy, court appearances, or other circumstances related to the adoption of a child or placement of a foster child. The Board of Education shall pay its share of the fringe benefit package to any eligible employee who is granted a parental leave for any portion of the twelve (12) week period not used under any other leave provision within the negotiated agreement. (See FMLA form, attached Appendix VIII.)

This provision satisfies the Board's notice requirement under FMLA.

ARTICLE VII – GRIEVANCE PROCEDURE

A. **DEFINITIONS**

1. For the purposes of this Agreement, the term "grievance" shall be defined as a dispute between the Board and (an) employee(s) concerning the interpretation and/or application of, or compliance with, an express, specific provision of this Agreement. This grievance procedure shall be the exclusive full grievance procedure for use by employees within the bargaining unit, without regard to whether they are members of the Association. It is the intent of the Board and the Association that grievances be resolved at the lowest administrative level and in the shortest practicable time. All such proceedings shall be confidential. Grievances shall be processed on the form attached hereto and marked "Exhibit B".

2. The term "days" when used in this document shall mean working days unless otherwise indicated. Thus, weekends, vacation days, holidays, program closing days, and shut down days are excluded.

3. The term "immediate supervisor" shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance. If the administrative authority to whom the grievance is presented believes that the grievance has been filed at too high a level, and that he/she is not the "immediate supervisor," he/she may remand the grievance to the appropriate lower level.

4. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

5. The steps may not be bypassed except by mutual written agreement. However, the administrative authority to whom a grievance is incorrectly presented may accept the grievance as having been filed at the appropriate level even if it was not and that administrative authority becomes the "immediate supervisor" for purposes of this Article.

B. **STEP I** – An employee seeking to initiate steps under this procedure shall, within twenty (20) working days of the time the grievant knew or should have known of the occurrence which constitutes the basis of the grievance, inform his/her immediate supervisor in writing on the specified form of the nature of and basis for the grievance and the adjustments which he/she seeks. The immediate supervisor shall schedule a conference within five (5) days of the receipt of the request for review. At the grievance conference, the grievant shall have full opportunity to present relevant facts, information, and any other data relating to the grievance.

Within five (5) days after the conclusion of the grievance hearing, the immediate supervisor shall inform, in writing, the grievant of the decision. A copy of the

decision will be supplied to all parties and representatives in attendance at the grievance conference.

C. **STEP II** – If the grievance is not resolved at Step I, or if the time limit for the immediate supervisor's response is not met, the Association may process the grievance to the Superintendent, or the designated representative, within five (5) days after the receipt of the Step I answer. The Superintendent, or the designated representative, shall arrange for a meeting with the Association representative and the aggrieved employee. The meeting is to take place within seven (7) days of receipt of the appeal or at a mutually agreeable date and time established by the parties. Each party shall have the right to present at such meeting such witnesses as the party deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her designee shall have five (5) days in which to provide a written decision to the Association.

Should the parties elect to proceed to Step III, A, Facilitation, below, the time lines shall be modified to allow for this option.

D. **STEP III**

A – FACILITATION (OPTIONAL)

1. If, after receiving the answer at Step II, the employee remains aggrieved, the Association may choose to pursue the facilitation option. If the Association so chooses, the Association shall submit a written request for facilitation to the Superintendent within ten (10) days of receiving the Step II decision.

2. Within five (5) days of receiving the request for facilitation, the Superintendent or his/her designee shall consult with the Association regarding the Board's amenability to facilitation.

3. If the parties agree to the facilitation option, the Board and the Association shall contact a third party facilitator, which may include Federal Mediation and Conciliation Services, to schedule a facilitation meeting.

4. At the first date available to the facilitator and to the parties, but not later than fifteen (15) days after the parties agreed to seek facilitation, the parties shall meet with the facilitator and submit to him/her the issues set forth in the grievance.

5. Time lines may be extended by mutual consent.

6. If the facilitation process is not successful and the employee remains aggrieved, within ten (10) days of the date of the facilitation meeting the Association may proceed to Step III, B., by submitting to the Superintendent a written notice of its intent to submit the grievance to arbitration. The time lines and procedures set forth in Step II, B., shall be followed.

B – ARBITRATION

If the grievance has not been resolved through the preceding procedure within the time prescribed in Step II, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within ten (10) days from the receipt of the Superintendent's response. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The decision of the arbitrator shall be binding to both parties.

1. **Authority of Arbitrator** – The jurisdiction of the arbitrator is specifically limited to resolution of grievances, as defined herein, arising out of a specific express provision of this Agreement.

   The arbitrator is specifically prohibited from making any decision inconsistent with the terms of this Agreement. Further, the arbitrator is prohibited from having the power to add to or subtract from, or alter the terms of this Agreement. The arbitrator shall make no findings, recommendations, suggestions, or offer any opinion inconsistent with the limitations set forth in this Agreement.

2. **Costs of Arbitration** – Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be borne by the loser of the grievance or as directed by the arbitrator.

3. **Transcripts** – Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

E. GENERAL PROCEDURES

1. A grievance shall be filed only by the grievant which may be an individual employee, a class of employees, or the Association. Grievances arising out of the same or similar circumstances affecting more than one member may be filed as a class action grievance. Class action or association grievances may not be used to revive untimely individual claims. All class action grievances shall be signed by the President of the Association to verify that a member(s) of the bargaining unit is affected. The President of the Association shall sign all Association grievances.

2. Any time limits specified herein may be shortened or extended by written agreement of the parties.

3. When the stipulated time limits are not met by the administration, the grievant shall have the right to appeal the grievance to the next level of this procedure. If the grievant fails to timely file the grievance or forward the grievance to the next level within the stipulated time designated at each level, the grievant shall automatically waive the rights to pursue the grievance.

4. If a grievance arises from the actions of an authority other than the immediate supervisor or is concerned with system wide practice consistent with this Agreement, it may be submitted at Step II of this procedure.

5. Upon appeal, all documents and records accumulated at each level will be forwarded for consideration at the next higher level.

6. The administration and the grievant shall furnish such relevant and specified available information as is requested and necessary by either party and not proscribed by law or Board policy for the processing of a grievance.

7. Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

F. **RECORDKEEPING** – All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

G. **RIGHTS TO REPRESENTATION** – Both parties have the right to legal counsel at all levels of the procedure beginning at Step II at the party's own expense. The grievant shall have the right to an Association representative at all levels beginning at Step I. To the extent practical, hearings will be scheduled to avoid conflict with work schedules. Arbitration hearings shall be held at a mutually agreed time and place. If attendance is required, employees will not be docked.

H. **NO REPRISAL** – No reprisals of any kind shall be taken against any party or any member of the bargaining unit for having utilized his/her rights under this grievance procedure. Similarly, no member of the bargaining unit shall be subjected to any harassment or discipline on account of testimony offered during the course of any stage of the grievance procedure.

ARTICLE VIII – TUTORS

A. **REGULAR TEACHERS** – Staff members may engage in and may be reimbursed for tutoring activities within and outside the Mentor School District.

Any tutoring of pupils with disabilities shall take place in accordance with the provisions of established policy.

Staff members are not, however, to be reimbursed for tutoring pupils who are enrolled in their classes except for homebound students. Teaching staff must not allow tutoring activities to detrimentally affect their regular professional assignment in the Mentor School District.

B. **TUTORS** – Tutors, except home instructors, shall be entitled to the following benefits under this collective bargaining agreement:

1. Rights contained in Article I – Professional Negotiations Agreement.

2. Rights under Article II – Rights.

3. Rights under Article III – Professional Concerns, as below:

   a. Teacher lounge usage in accordance with Article III.

   b. Tutors who work more than four (4) hours per day in a school setting shall receive a one-half (1/2) hour paid duty-free lunch period. All tutors who do not receive a paid duty-free lunch period shall be entitled to an unpaid duty-free lunch, unless such lunch is voluntarily waived by said tutor.

   c. Preparation Time

      High school/middle school Tutors – (Preparation Time) One (1) class period per day unless a different arrangement is agreeable to the affected tutor.

      Elementary Tutors – Preparation time shall be that unassigned non-student contact time without other duty assignments, excluding the half (1/2) hour duty-free lunch period. Within the financial constraints of the district and building/room utilization, preparation time should be an average of 180 minutes/week not including before and after the student day.

   d. All tutors shall be entitled to the travel allowance for mileage in Article III, C.

   e. Tutor personnel files shall be maintained in accordance with Article III, E.

f. Tutors shall work their regularly scheduled work day on the in-service day scheduled for January and the in-service day scheduled at the end of the school year.

g. **Evaluation** – The following evaluation procedures shall be consistent with Article III, H., except for the following modifications:

(1) The current teacher observation and evaluation instruments shall be used only for LD Tutors who teach READ-180 on a full time basis or for more than fifty percent (50%) of their typical working day. For all other LD Tutors, a single annual evaluation shall be documented using the Tutor Evaluation Instrument #3220B F1. The instrument for observation(s) is identified in Tutor Observation Instruction #3320B F2.

(2) Tutors shall have two (2) observations and one (1) evaluation per year for the first two years of their employment with Mentor Schools. In a tutor's third and fourth year of employment, he/she shall have one (1) observation and one (1) evaluation each of those years. Thereafter, a tutor shall have one (1) observation and one (1) evaluation every other year. Tutors who have received between two (2) and four (4) years of evaluations at the date of this Memorandum of Understanding, shall be on the once per year periodicity until they begin their fifth year. For tutors who have received at least four (4) consecutive annual reviews prior to the date of this revision, the periodicity shall be once every other year. This applies to all tutors who have an unbroken record of "Emerging" and/or "Proficient" ratings for two (2) or four (4) consecutive years, as appropriate. This revision is effective immediately, and any evaluations already performed for year 2006-2007 shall apply for the 2006-2007 school year.

2. The Tutor Evaluation Form (Appendix V) shall be utilized when evaluating a tutor.

3. The Observation Form (Appendix V) shall be utilized when observing a tutor.

4. Rights under Article IV – Teacher Appointment, Transfer, and Separation, as below:

a. Health Exams.

b. Voluntary Transfers (Article IV, Section D. 1.)

c. The reduction in force provisions of Article IV with the following restrictions:

Tutors shall be added as a separate section to the Seniority Book.

Tutors, except home instructors, shall be included only on a seniority list for tutors. Tutors shall not have a right to be included on other seniority classification lists, and other members of the bargaining unit shall have no seniority rights to be placed on the tutor list, except for previous tutor experience.

The administration shall prepare a tutor seniority list on or before November 1 of each school year. Tutors shall accumulate seniority on the basis of hours worked per year. Tutors who work at least four hundred eighty (480) hours per year or at least one hundred twenty (120) days or more shall be entitled to one year of seniority credit. Tutors who work less than 480 hours, but 120 days or more, shall be entitled to one-half year seniority for purposes of reduction in force.

Seniority rights are extended for purposes of RIF only.

Should student(s) assigned to a particular tutor be unavailable after the beginning of the school year, the administration shall not be required to transfer this tutor to other students forcing a RIF of another tutor. Such RIF shall take place for the following school year.

Tutors may be assigned to other student(s) if the tutor's regular student is not available during a time period in which the tutor was scheduled for student contact.

5. The following leave provisions in Article VI – Sick Leave, Medical Leave of Absence, Personal Leave, Parental Leave, and Assault Leave, with the following restrictions:

   a. In regard to sick leave, the tutor shall have a right to sick leave accumulation of one and one-fourth (1¼) days per month for months of service in which the employee is scheduled for four (4) or more hours of work per day and performs such duties. For employees that are scheduled and work for less than four (4) hours per day, said employee shall accumulate sick leave at .625 days per month.

      Pay for sick leave shall be computed as follows: The average hours per day worked by the employee during the last two (2) full pay periods multiplied by the hourly rate.

   b. All tutors shall be entitled to jury duty leave according to the terms of this Agreement.

   c. A maximum of two (2) personal days per year for tutors who are not intervention specialists that are highly qualified teachers, subject to the conditions on use set out in Article VI, D. Tutors who are or become intervention specialists that are highly qualified teachers shall be eligible for personal leave per Article VI, D.

6. Rights under Article V – Compensation and Fringe Benefits, as below:

   a. Teachers who have served in the District as a tutor for two or more years shall receive one year of teaching experience toward tenure as a teacher (see Article V, Section B., 16.).

   b. **Salary** – Tutors shall be placed on the "1" step of the salary schedule as their hourly rate and at their educational experience level. Tutors shall move up the salary schedule annually in accordance with the Agreement. The tutor work year shall be one hundred eight-four (184) days. All the tutors' hourly rates shall be calculated according to their annual salary step on the salary schedule divided by 184 days divided by seven and one-half (7.5) hours per day. The tutor work year includes 180 student contact days, two (2) days prior to the start of the school year of which one and one-quarter (1 ¼) days shall be guaranteed for scheduling and/or preparation, one (1) records day at the end of the school year, and one (1) records day in January for a total of 184 days. Tutors who have been assigned a caseload of more than sixteen (16) students shall receive an additional hour at their per diem hourly rate for scheduling purposes for each additional student. Tutors shall move up one step annually on the salary schedule if they work seventy-two (72) days per school year. If tutors are hired after the school year begins and work two-thirds of the seventy-two (72) days of that school year, they shall move up one step on the salary schedule the next school year.

      Tutors shall be paid according to the number of hours certified/licensed by the Director of Student and Psychological services.

      Tutors shall be paid at their hourly rates from their scheduled start time through their scheduled end time each day.

      Tutors shall be paid for the fifteen (15) minutes before the start of the school day and fifteen (15) minutes after the end of the school day.

   c. Tutors shall have the same paychecks, paydays, pay options, and deductions as hourly employees whenever possible, and in conjunction with the state procedures already established.

   d. **Insurances** – Tutors who are or become intervention specialists that are highly qualified teachers and who work thirty (30) or more hours per week shall be eligible for single coverage medical, dental, and vision insurance benefits, subject to required employee contributions set out in Article V, J. Such tutors shall be eligible for family coverage by paying the required single contribution set forth in Article V, J., plus fifty percent (50%) of the difference in cost between single and family insurance benefits.

e. **IEP/Annual Review** – Tutors shall be compensated for IEP/Annual Reviews and other meetings that occur outside their normal work hours.

f. **STRS Retirement Reporting** – The Treasurer shall use whatever procedure which will give the tutor maximum STRS credit by the end of each school year according to STRS guidelines of hours versus days.

g. All (non HQT) tutors shall be entitled to the purchase of insurance benefits found in Article V, J., at the employee's expense. In making payments for said insurances, said employee shall follow Board policy and the provisions of this Contract.

7. All benefits of the grievance procedure in Article VII – Grievance Procedure.

8. Tutors shall have the same rights of representation as any other member of the bargaining unit.

9. Tutors shall be a topic of review in the mutual problem solving committee.

10. The Board shall notify tutors of their intent to rehire by April 15, conditional on the student(s) needs as reflected by their IEP for the subsequent school year.

11. Should restructuring of tutoring services occur, tutors shall be involved in the process. Any contractual changes dealing with conditions of employment will result in the reopening of this section of the contract.

C. **Tutors/Intervention Specialists**

1. The tutors with intervention specialists teaching certificates and are HQT in the four major disciplines, English, math, science, social studies, shall be recognized as Intervention Specialists for open positions effective the 2009-2010 school year and have all rights and privileges under the Agreement as certified/licensed teachers. The district will reimburse tutors for the actual cost of these online courses. The jobs will be offered to the most senior tutors who meet the qualifications.

2. Intervention Specialists shall be placed on the Salary Schedule effective the 2009-2010 school year at their current step and shall be credited with appropriate academic training.

3. Intervention Specialists will receive a limited contract and follow the observation/evaluation schedule of a first year teacher.

4. Intervention Specialists shall be assigned by seniority.

5. In the event that there is a reduction in force of Tutors at the end of the 2008-2009 school year, they shall remain on the recall list for the

remainder of the five year calendar period following the effective date of the contract suspension.

6. Tutors who earn their intervention specialist license and are HQT in the four major disciplines in the next five years will be placed on the recall list for intervention specialist positions.

ARTICLE IX – DISTRICT MUTUAL PROBLEM-SOLVING COMMITTEE

The Mentor Board of Education and the Mentor Teachers Association agree to meet at least four (4) times a year over the term of this contract to discuss mutual problems and concerns as a school family.

Composition of the committee shall be for the Board: The Superintendent and three other designees; and for the Association: The President and three (3) other designated representatives. The committee at its first meeting shall develop a set of protocols by which these meetings are to be conducted. The Superintendent, after consultation with the President, shall convene the first meeting by October 1, at which time the calendar shall be developed.

At the end of each meeting of the DMPSC the committee will identify agreed-upon actions, who will be responsible for implementing the actions, and the time line for implementation. These items will be published in the *Matrix*.

ARTICLE X – EDUCATIONAL CHANGE

A. **BUILDING CHANGES** – The parties believe that promoting building-wide programs designed to improve student achievement is in the best interest of the school district. The parties also believe building-wide educational change can be successful only when supported by a significant proportion of the staff who will be carrying out the change. In addition, building-wide educational changes will not be approved without written evidence of:

1. Participation of affected staff. Affected staff shall be defined as those staff members who may see a modification in their working conditions as a result of the proposal, in planning for the change.

2. Time lines of planning the details of the change.

3. Presentation of the proposal to the entire building staff before March 1 of the school year preceding the year in which the change is to begin. Staff members who feel that the change affects their working conditions shall have five (5) working days from the presentation to notify the building administrator and MTA/MCE President of their concern. The MTA/MCE President and building administrator will determine if the employee(s) is (are) affected. If there is no agreement between the administrator and MTA/MCE President, the Frameworks for Change Committee will review and make a final, nongrievable determination.

4. Agreement by a critical mass (seventy percent [70%] or more) of the building staff affected by the change. This agreement will occur no later than May 1 of the school year preceding the year in which the change is to begin.

5. Specific evaluation plan for assessing the effectiveness of the change. This evaluation must be completed by the end of the first school year in which the change occurs. Approval of seventy percent (70%) or more of the affected staff is necessary to continue the plan the following year. Such approval must be granted no later than May 1 for continuation of the change.

B. **CONTRACT CHANGES** – Some building changes may require a change in specific contract language of the Associations. Such changes must gain approval of the Frameworks for Change Committee, which shall be comprised of (4) administrators, four (4) members of the MTA, and four (4) members of the MCE, and require, in addition to the evidence detailed in subsections 1. through 5. of Section A., above, the following:

1. The submission of a Frameworks for Change proposal form, which includes a sign-off sheet indicating approval of at least 80% of the affected staff;

2. A formal presentation to the Frameworks for Change Committee by the building principal and at least one staff member who has been involved in planning the change initiative.

It is understood that the affected Representative Council(s) of each organization, the Superintendent and, upon his/her recommendation, the Board of Education, must approve any building-wide change that affects the contract before the change can be enacted. A modification of the terms and conditions of the contract for any particular building shall not result in a precedent which will impact the other terms and conditions of the agreement. A formal presentation to the Frameworks for Change Committee by the building principal and at least one staff member who has been involved in planning the change initiative or other buildings within the school district.

It is furthermore understood that this Article concerning building-wide educational change does not involve district-wide changes that are established and approved by other committees or councils of the district. Changes by these committees or councils will not affect the terms and/or working conditions of the contracts (MTA and MCE)

ARTICLE X – DURATION AND AGREEMENT

A. **DURATION** – This Agreement shall be effective August 22, 2010, and shall remain in effect August 22, 2012. The parties shall follow the negotiations procedures contained in Article I, Section C. Should the parties be unable to reach an agreement, the MTA shall have all the rights under O.R.C. 4117 as if the Contract has expired including the ability to engage in a job action at 12:01 a.m. on September 1, 2012.

Neither party for the duration of this Agreement shall be obligated to bargain with respect to any subject matter referred to or covered or not referred to or not covered in this Agreement, except as this provision may be affected by the separability and savings clause, but only in respect to the contract language deemed invalid.

It is agreed by and between the Board and the Association that during the term of this Agreement there shall be no right by the Board to effect a lock-out and no right by the Association, its members, or any member of the bargaining unit or anyone allied with them to engage in a strike, call-in, work stoppage, work slow-down, sick out, picketing, or any other individual or concerted activity designed to disrupt, impede, or render difficult to administer the normal school day or extension thereof.

B. **AGREEMENT** – As parties to the negotiation of this Agreement, the undersigned do attest that this Agreement constitutes an accurate representation of all matters negotiated between and agreed to by the Mentor Exempted Village Board of Education and the Mentor Teachers Association, an affiliate of the OEA/NEA. The provisions of this Agreement shall have precedent over all other conflicting Board policies and shall replace all matters previously negotiated between the Board and the Association.

C. **SEPARABILITY AND SAVINGS** – If any article or section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by a court pending a final determination of validity, the remainder of this Agreement shall not be affected thereby.

In the event any article or section has been held invalid as set forth above, the parties shall enter into immediate collective bargaining negotiations, at the request of the Association, for the purpose of arriving at a mutually satisfactory replacement for such article or section. If the parties cannot reach agreement, either party may initiate the impasse resolution provisions of Article I.

D. **FORM** – This Agreement shall be compiled into a booklet form entitled, *Agreement Between the Mentor Board of Education and the Mentor Teachers Association,* 2010-2012, and shall be signed by the President of the Board and the chief negotiator and the President of the Association and the chief negotiator; and shall be printed and bound along with a table of contents by the Board in a professional

manner within thirty (30) days of agreement; and an electronic copy shall be given to all affected employees. MTA shall be given seventy-five (75) additional copies. The Board shall provide a copy to all new employees no later than their first day of employment.

FOR THE BOARD

President Date

Superintendent Date

FOR THE MTA

President Date

Spokesperson Date

APPENDIX I

MENTOR PUBLIC SCHOOLS
MENTOR, OHIO
GRIEVANCE PROCEDURE

Step _____ Date _____

Grievant _____ School _____

STATEMENT OF GRIEVANCE: (List specific negotiated Board policies and/or rules and regulations in which the alleged violation has occurred.)

BASIS OF GRIEVANCE: (State the activities and actions that are the basis of the grievance and the date(s) that the violation allegedly occurred. Be as specific as possible.)

ACTION REQUESTED:

REPRESENTATION: (At least one (1) day prior to the hearing, each party of interest must notify the other party of the representative who will be present at the hearing.)

_____
Signature of Grievant

Received by: _____ Date: _____

APPENDIX II

CRITERIA FOR SUPPLEMENTAL PAY SCALE CLUBS AND ORGANIZATIONS

Contracted Time: Actual hours spent supervising students within club, group, organization outside of assigned curricular duties.	1 – 50 hours 51 – 100 hours 101 – 150 hours 151+ hours	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Size of Staff: The number of adults who are under the advisor's supervision.	0 – 1 2 – 3 4 – 5 6 – 10	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Size of Club or Organization: The number of students who receive instruction from advisor or assistant.	1 – 25 26 – 50 51 – 75 76+	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Supplies and Equipment Inventory: Amount and storage.	$100 – $500 $501 – $1500 $1501 – $2000 $2001+	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Budget Preparations and Fund Raisers: Total budget.	$100 – $500 $501 – $2000 $2001 – $5000 $5001+	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Actual Numbers of Events and Performances: Performances and events that are in addition to the required ones.	1 – 7 8 – 15 16 – 23 24+	1 point 2 points 3 points 4 points	_____ _____ _____ _____

CALCULATION FORMAT CLUBS AND ORGANIZATIONS

.033	0-11 points
.040	12-15 points
.060	16-19 points
.080	20-23 points
.100	24 points

APPENDIX III

ACTIVITY CLUB

Name _____ Extracurricular Activity _____

A. **SURVEY**

Please take some time to assess your activity to determine your level of involvement in the following areas:

1. Contracted Hours/Year

1 – 20	1
21 – 50	2
51 – 100	3
101 – 150	4
151+	5

2. Number of Adult Staff, Not Including Yourself

0 – 1	1
2 – 3	2
4 – 5	3
6 – 7	4
8+	5

3. Number of Students in the Club or Organization

1 – 25	1
26 – 50	2
51 – 75	3
76 – 100	4
101+	5

4. Supplies and Equipment

$1 – $100	1
$101 – $500	2
$501 – $1500	3
$1501 – $2000	4
$2001+	5

5. Budget and Fund-Raiser

$1 – $250	1
$251 – $500	2
$501 – $2000	3
$2001 – $5000	4
$5001+	5

6. Number of Scheduled Activities or Meetings

1 – 5	1
6 – 10	2
11 – 15	3
16 – 20	4
21+	5

B. **ACTIVITY CLUB INDEX**

.011	0 – 4 points
.022	5 – 8 points
.033	9 – 12 points
.040	13 – 17 points
.060	18 – 22 points
.080	23 – 27 points
.100	28+ points

STAFF EVALUATION

The Board of Education through the powers derived from the Ohio Revised Code, is responsible for the employment and discharge of all personnel. To carry out this responsibility, it delegates to the Superintendent the function of establishing and implementing a program of personnel assessment.

It is the purpose of the program of staff assessment to:

A. continuously strive for the improvement of the total District program;

B. stress the importance of personal improvement on the part of individual professional staff members so that each student may be provided a quality education;

C. ensure the continuous improvement of administrative and supervisory services provided professional staff members;

D. establish a process of continued and systematic professional staff member evaluation.

The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked. In such an instance, all relative evaluation documents may be used in the proceedings.

Evaluations shall be conducted of each professional staff member. A professional staff member shall be given a copy of any documents relating his/her performance which are to be placed in personnel file.

APPENDIX V

CERTIFICATED EVALUATION PROCEDURE

PHILOSOPHY AND OBJECTIVES

A. Philosophy

Staff evaluation has both supervisory and administrative components. It has two (2) major goals: to ensure effective teacher performance and to provide for the continuous development and improvement of the individual teacher. The achievement of these goals will result in the improvement of instructional practices, thereby giving students the opportunity to reach their maximum potentials.

B. Objectives

1. To continue to improve the quality of instruction through a regular review of teaching performance.

2. To assess teacher effectiveness by using appropriate appraisal procedures.

3. To commend exceptional teaching.

4. To recommend means of improvement where appropriate.

5. To establish a framework whereby general goals and specific job objectives can be cooperatively developed.

6. To aid in creating and maintaining a professional climate for teachers and administrators to cooperate in meeting educational responsibilities to children.

7. To assist staff members in clarifying and establishing performance expectations, specific duties, and responsibilities.

8. To provide an information source for consideration in administrative decisions affecting continuing contract status, promotion, and re-employment.

9. To assist teachers in remedying identified needs.

EVALUATION CRITERIA

A. Need for Criteria

To be effective, evaluation must be based on established, mutually understood criteria. These criteria provide the framework for the evaluation process, define the scope of the program and facilitate the focusing on specifics. Criteria of evaluation

are determined by policies establishing and defining the job description and performance objectives for the teacher. All involved parties are expected to be familiar with the policies of the Board and use them as an aid in providing an accurate and valid evaluation. A valid and useful assessment of teacher effectiveness depends on the gathering of relevant data. The methods used in the collection of data should be correlated with criteria of evaluation.

B. **Nature of Criteria**

Although data based upon the observation of the classroom teaching situation is highly important, a complete assessment should include other factors. The teacher's general performance may further be assessed by including information concerning the total contribution to the effective operation of the building, the teacher's effect on students, relationship with other staff members, and parent/community relations.

C. **Application of Criteria**

A valid evaluation is based upon the assumption that the administrator and the teacher are interested and willing to cooperate in assessing the level of the teacher's effectiveness and in establishing goals to bring about further improvements.

During the school year, regular and continuous contact between teacher and evaluator should be maintained. Administrators and teachers should use person to person conversations and informal discussion to supplement more formal assessment techniques in providing support for staff growth and development.

Assessment procedures must recognize the varied and different strengths that teachers bring to the school situation. It is the responsibility of the teacher and the administrator to build cooperatively upon the teacher's strengths and identify needs with the goal of improving the teacher's general performance.

Evaluation shall be based upon as many objective evidences of the teacher's performance as possible. All monitoring and observing of the performance of the teacher shall be done in an open manner. The use of unrecorded impressionistic data should be avoided. Information concerning general performance shall be based on assessment data gathered during the current evaluation period. Reference to previous evaluations (five (5) years) may be made when patterns of behavior are apparent.

The teacher should be made aware on a continuing basis of any problems or deficiencies noted during the school year. The administrator will develop with the teacher, approaches for appropriate remedial action.

ADMINISTRATION OF THE EVALUATION PROGRAM

A. Personnel

1. Staff observations and evaluations will be conducted by certified/licensed administrative and supervisory personnel. The building principal is ultimately responsible for all composite evaluations of staff members assigned to his/her building.

2. All professional staff will be evaluated in accordance with the provisions of this guideline, including teachers, guidance counselors, media specialists, nurses, substitute teachers, and tutors.

B. Information Dissemination and Orientation

Policy handbooks containing the composite evaluation policies are available in each building. New teachers will receive and review in detail evaluation policies as a part of the new teacher orientation program. Evaluation policies will also be set forth in the teacher handbook. The philosophy and procedures of evaluation will be reviewed by the building principal and staff at the beginning of each school year. Since there may be differences in procedures in individual buildings, teachers should be aware of the evaluation procedures and techniques that will be used in evaluating their performance.

C. Administrative Responsibilities

1. Demonstrate fairness and impartiality to all employees. Personal factors which do not affect the employee's performance of his/her duties should not be considered in the evaluation.

2. Keep informed of the conditions that may affect the teacher's performance.

3. Inform the teacher of any observed needs in performance and help develop suggestions for improvement.

D. Teacher Responsibilities

1. Cooperate with the administrator in gathering relevant assessment data.

2. Recognize the right, duty, and responsibility of principals and supervisors to make periodic observations of the performance of teachers.

3. Cooperate with administration in implementing suggestions for improvement.

E. **Establishing Needs**

It is the responsibility of the evaluator to assess regularly the performance of all staff members and identify any performance needs in relation to the effective operations of the teaching-learning program. Having identified needs, the evaluator will assist the teacher in understanding performance expectations and suggest approaches for improvement.

F. **Conference**

The observation form and the teacher's written lesson plan will serve as a basis for a conference. The conference will help define mutual responsibilities of both teacher and observer in implementing a sound educational program. When possible, the conference will be held on the same day as the observation. However, if it is not possible, the follow-up conference shall be completed within seven (7) calendar days after the observation. The written record shall be completed within five (5) work days after the observation.

After the conference the teacher and observer will sign all copies of the observation form. The teacher's signature does not signify agreement or disagreement. A copy is kept by the observer and the teacher. The original is sent to the appropriate Assistant Superintendent who, after reading, will place the observation record in the teacher's personnel file.

G. **Review of Observation**

Any teacher desiring a review of his/her observation should feel free to contact the principal to do so. Any staff member may request visits by the evaluator and in case of an observation which indicates unsatisfactory performance, a second visit and/or visit by another administrator may be requested.

Teacher evaluation procedure shall be subject to the professional grievance procedure.

H. **Composite Evaluation**

An annual conference between the teacher and the evaluator will be held each year. For teachers serving under limited contract status, this conference will be held prior to April 10th. This conference, which should be conducted in a spirit of friendly cooperation, is an important step in the evaluation procedure. The purpose of the conference is to examine progress, to recognize good work and to provide for the mutual exchange of suggestions for further improvement. It is a time to establish priorities and consider long range goals. Differences of opinion should be resolved so that both understand and agree on the teacher's role and responsibility in contributing to the total school program. A productive conference

requires effort and trust and should not be taken lightly or defensively by either the evaluator or the teacher.

Conferences should be scheduled and interrupted only by emergencies. The appropriate composite evaluation form will serve as a basis for the conference. The written evaluation report shall include specific recommendations regarding any improvements needed by the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

The teacher and the evaluator will sign the copies of the report form. The teacher's signature does not signify agreement or disagreement. One (1) copy of the evaluation report will be given to the teacher. The original report shall be sent to the Assistant Superintendent of Elementary or High school/middle school Education to be placed in the teacher's personnel file, and the third copy retained by the principal. All evaluation materials shall be processed in accordance with this guideline.

Prior to recording an unsatisfactory rating as the overall performance rating (Section C), the evaluator shall inform the teacher in writing of unsatisfactory conditions when they become evident. In addition, the evaluator will provide suggestions for improvement and offer appropriate aid and assistance to the teacher in an effort to raise performance to a satisfactory level. The teacher also is expected to develop and implement techniques designed to improve performance in the specified areas. Any documents relating to the above will be attached to the composite evaluation form.

ASSESSMENT TECHNIQUES

Since it is recognized that teachers have varying skills and abilities, there should be some flexibility in determining what techniques will be used to assess the performance of individual staff members. Observation will be the primary assessment technique. The techniques described below when used will supplement classroom observations. The decision will normally be made during the first quarter of the school year. If an alternate to the observation is chosen, a conference will be scheduled to enable the teacher and the evaluator to discuss the procedures and techniques to be used.

A. Classroom Observation

Classroom observation may be scheduled or unscheduled. Following an unsatisfactory classroom observation, a teacher may request an additional observation. The observation form will be used when the purpose of the visit is for appraisal.

B. Goal Setting

Any teacher with prior approval may substitute the classroom observation for a goal-setting plan which applies to both limited and continuing contract teachers. This procedure is used by the teacher and evaluator to establish goals for the teacher to pursue that will improve the level of instruction. The teacher and evaluator, working cooperatively, determine goals to affect positive growth.

At the beginning of the evaluation cycle, the teacher should self-evaluate his/her performance, using the Profile of the Effective Teacher (3220) and the Job Description. Other self-rating checklists may be used when they are appropriate. The teacher and the evaluator will then meet and jointly determine the specific performance goals and the means to attain the goals. The number of goals should be reasonable, and the means for attaining success should be realistic.

During the school year, the teacher and evaluator mutually revise the specific goals, assess the accomplishment of goals, and determine further action. While using this procedure, the teacher is responsible for keeping the evaluator informed of his/her progress, and the evaluator is responsible for aiding, suggesting, and assisting the teacher in steps to achieve the established goals. Proper planning will assure that each person understands precisely what steps are necessary to proceed with the accomplishment of goals.

It is important to understand that a final composite evaluation will be based upon the comprehensive aspects of the teacher's job and will include reference to the goal setting process where appropriate. Both teacher and evaluator must come to a clear understanding of what specific procedures will be used to assess progress, what records will be kept and used, and what criteria will be used to make a final judgment concerning the accomplishment of goals. It is expected that when this method of assessment is followed, supervisory contact will be distributed throughout the assessment cycle.

The teacher is to set forth his/her plans on Goal Setting forms.

C. Self-Evaluation

With prior approval, experienced teachers may substitute the classroom observation for a self-evaluation plan which applies to both limited and continuing contract teachers.

The improvement of instruction can be accomplished by self-evaluation. Self-evaluation and subsequent self-improvement, to be effective, must be accompanied by the teacher's active participation in determining areas to improve, setting of goals to achieve, and assessing improvement and achievement.

When striving to arrive at an objective picture of the total instructional process for the purpose of self-evaluation, the following procedures may serve this end:

The teacher may compare his/her performance with his/her job description and/or the effective teacher profile. Evaluations of observers can be studied and utilized. The teacher can compare his/her performance with new methods and concepts in teaching leading to positive innovations. Audio and/or video tape recordings can be used by the teacher to assist in analyzing performance.

The teacher should self-evaluate in a manner that will encourage goal setting and the making of positive changes. Extremely general self-evaluation should be avoided. Records relating to performance can be kept to be used as a resource by the teacher for carrying out any or all phases of the self-evaluation process.

The teacher may elect to use the self-evaluation form in assessing his/her performance or create his/her own evaluation format with approval of the evaluator. The teacher, at his/her request, may have a copy of this form placed in his/her personnel file. Staff members desiring to place self-evaluation forms in their personnel file shall make three (3) copies; one (1) copy to be forwarded to the appropriate education director for placement in the personnel file, one (1) copy for the building principal, and one (1) copy for his/her own use.

The teacher is to be set forth his/her plans on a Self-Evaluation form.

D. **Alternate Plan**

The teacher with prior approval may substitute an alternate to the classroom observation. This alternate plan, mutually developed with the building principal, might include:

1. Micro-teaching (video taping)
2. Audio-taping
3. Action research
4. Portfolio
5. Other approved plan

The success and value of an alternative to a classroom observation relies on a well-developed plan with a focused purpose, further implementation, and planned assessment.

The teacher is to set forth his/her alternate plan on Goal Setting forms.

PROGRAM IMPLEMENTATION

A. Observation and Evaluation

Those starting the evaluation cycle will meet with building administration to review the procedures, expectations and timelines associated with the observation and evaluation process.

1. Observation (s)

a. A valid and useful assessment of teacher effectiveness depends on the gathering of relevant data.

b. An administrative observation of classroom activities/performance will be conducted. It is recommended that each observation allow the administrator to view a complete lesson. At least thirty (30) consecutive minutes are required for this, and preferred. Minimum requirements do not preclude additional observations.

c. Classroom observations may be scheduled or unscheduled. The observation form will be used when the purpose of the visit is for appraisal.

d. **Observation Days** – No formal observation shall be conducted two (2) days before/after scheduled Thanksgiving, Winter Break, and Spring Break or the day of the teacher's return from an approved extended leave of absence. Upon teacher agreement, observation may occur on these days.

e. Following an unsatisfactory classroom observation, the administrator shall inform the teacher of his/her options.

1) The teacher may have up to forty-eight (48) hours to review and sign the observation.

2) The teacher may request an additional observation by the same administrative evaluator.

3) The teacher may request review of observation(s) by the Superintendent or his/her designee.

4) The teacher may elect to have his/her own statement attached to the observation.

2. **Evaluation**

a. No formal teacher evaluation procedure will be deemed complete until the evaluated teacher has received a written evaluation of his/her job performance.

b. The evaluation will be a summary of overall performance, commendations, recommendations, and areas of improvement.

c. **Unsatisfactory Evaluation** – In the event a teacher objects to the formal written evaluation of his/her job performance, the administrator shall inform the teacher of his/her options.

1) The teacher may have up to forty-eight (48) hours to review and sign the evaluation.

2) The teacher may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 10th for limited contract teachers and prior to June 1st for continuing contract teachers.

3) The teacher may elect to have his/her own statement attached to the evaluation. There shall be no rebuttal statements.

4) Allegations of an administrative procedural error shall be subject to grievance.

d. Standardized test scores, student competency tests, or other similar test instruments shall not be used as the sole means to evaluate the performance or effectiveness of a teacher.

e. **Traveling Teachers** – Prior to each school year, the Administration shall designate evaluator(s) of traveling teachers, which will be communicated to said teachers. Evaluators will be determined by percentage of building time and the discretion of the Superintendent's designee, taking into consideration administrative guidelines and H.B. 330. Other administrators will have a right to observe and include input in the teacher's evaluation.

3. **Limited Contract Teachers**

Limited contract teachers will receive two (2) written evaluations during their first year of teaching. Each evaluation will be preceded by at least two (2) classroom observations of not less than thirty (30) minutes each in duration. The provisions of O.R.C. 3319.111 will be followed for

limited contract staff members during each year of a one year limited contract and during the final year of a two year limited contract. The prescribed schedule for evaluations is given below:

a. **First Evaluation** – An evaluation must be conducted and completed prior to January 15th, a written report issued to the teacher by January 25th.

b. **Second Evaluation** – A second evaluation shall be conducted and completed between February 10th and April 1st with a written report by April 10th.

4. **Extended Limited Contract**

An extended limited contract teacher is defined in Section 3319.08 regarding eligibility for continuing contract. A teacher on extended limited contract shall receive two (2) written evaluations with each evaluation preceded by at least two (2) classroom observations of not less than thirty (30) minutes in duration. The timetable for completing the evaluations and observations will follow the prescribed guidelines of H.B. 330 for first year teachers.

5. **Continuing Contract Teachers**

Teachers on continuing contract will be observed and evaluated once every four (4) years prior to May 15th, at the discretion of the administrator. The administration will establish a schedule for the implementation of the evaluation process. During one (1) of the three (3) off years, the staff member with prior approval will select an alternative evaluation. The alternatives will include: Goal Setting, Self Evaluation, Portfolio, or an alternative plan approved by the administrator.

6. **Counselors**

Guidance counselors have different responsibilities and tasks from classroom teachers. A majority of a counselor's tasks are accomplished in situations other than a classroom setting. Their professional objectives often include a wide range of audiences and groups beyond that of a classroom. Also, their methods and techniques of working with parents, students, colleges, community agencies and administrators require unique skills and knowledge. Because of these factors, counselors will be observed and evaluated according to the following criteria:

Counselors shall demonstrate competency in the following categories:

a. group guidance skills
b. counseling skills

c. consultative skills
d. parent conference skills
e. student appraisal skills
f. resource coordination skills
g. placement skills
h. evaluation and planning skills
i. providing information services

It is suggested that counselors are observed in a wide range of settings and that observation criteria are based upon an accumulation of demonstrated activities and outcomes which reflect these skills. Observation forms shall reflect evidence of these skills and be based upon data acquired over a reasonable span of time beginning at the start of the school year. Observations shall be completed by the building principal or his/her designee.

7. **Nurses**

Nurses have different responsibilities and tasks from classroom teachers. A majority of a nurse's tasks are accomplished in situations other than a classroom setting. Their professional objectives include a wide range of health services and extend beyond that of a classroom. Also, their methods and techniques of working with students, parents, staff, physicians, dentists, community agencies and administrators require skill and knowledge. Because of these factors, nurses will be observed and evaluated according to the following criteria.

Nurses shall demonstrate competency in the following categories:

a. urgent care needs
b. screening and assessment services
c. maintains, evaluates and interprets cumulative health data
d. information services
e. resource coordination services
f. enhances health instruction program
g. health counseling

It is suggested that nurses are observed in a wide range of settings and that observation criteria are based upon an accumulation of demonstrated activities and outcomes which reflect these skills. Observation forms shall reflect evidence of these skills and be based upon data acquired over a reasonable span of time beginning at the start of the school year. Observations shall be completed by the building principal or his/her designee.

8. **Media Specialists**

Media Specialists have different responsibilities and tasks from classroom teachers. Media specialists must work in close cooperation with the classroom teachers to support the educational program. Media specialists also work closely with students to assist them in developing research skills and critical thinking skills. Because of these factors, media specialists will be observed and evaluated according to the following criteria:

a. program activities
b. teaching techniques and skills
c. communication
d. technical services

It is suggested that media specialists are observed in a wide range of settings and that observation criteria are based upon an accumulation of demonstrated activities and outcomes which reflect these skills. Observation forms shall reflect evidence of these skills and be based upon data acquired over a reasonable span of time beginning at the start of the school year. Observations shall be completed by the building principal or his/her designee.

9. **School Psychologists**

School Psychologists have different responsibilities and tasks from classroom teachers. A majority of a School Psychologist's tasks are accomplished in situations other than a classroom setting. Their professional objectives include a wide range of psychological services including: providing psycho-education evaluations, individual and group counseling, and participating in the Intervention Assistance Teams. School Psychologists' methods and techniques in consulting with classroom teachers, administrators, parents, and students require skill and knowledge. Because of these factors, school psychologists will be observed and evaluated according to the following criteria.

School Psychologists shall demonstrate competency in the following areas:

a. psycho-educational evaluation
b. written reports
c. utilization of diagnostic instruments
d. consultative services
e. counseling services
f. contributing to the Intervention Assistance Team Process

It is suggested that School Psychologists are observed in a wide range of settings and that observation criteria are based upon an accumulation of demonstrated activities and outcomes which reflect these skills. Observation

forms shall reflect evidence of these skills and be based upon data acquired over a reasonable span of time beginning at the start of the school year. Observations shall be completed by the Coordinator of Special Education or his/her designee.

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Revised 9/93
Revised 4/94
Revised 3/06

APPENDIX V

PROFILE OF AN EFFECTIVE TEACHER

The following profile has been compiled to serve as a model for the effective teacher. It is based upon Carl Glickman's Principles of Learning (Appendix V).

PLANNING AND PREPARATIONS

In planning, the teacher:

1. Understands the student's characteristics for the age level s/he is teaching.

2. Selects grade level indicator(s) based upon the appropriate standard(s).

3. Understands what students are to know and be able to do to achieve the grade-level indicator(s) paying special attention to the specific verbs used in the indicator(s).

4. Establishes congruency among indicators, content, learning experiences and evaluation.

5. Assesses students' present levels of understanding.

6. Maintains continuity with past and future lessons.

7. Plans for active participation of students in the learning process by providing multiple opportunities for students to be active learners such as cooperative learning and the use of interactive technology.

8. Provides for motivation (e.g., Why is the indicator important? How is it related to prior or future learning experiences? What is particularly interesting about it? In what context is it applicable?).

9. Plans for differentiated instructional techniques to meet the needs of students. (If they are supposed to implement this, they should plan for it.)

10. Selects a variety of multi-media materials to provide common knowledge which are congruent with grade level standards and indicators.

11. Plans activities that are realistic in length and challenging, yet appropriate in level of difficulty for student ability.

12. Plans assignments that:

    a. (daily) reinforce what is taught during a lesson.

b. (long term) serve to culminate experiences of daily learning, so that students demonstrate their new knowledge based upon the requirements of the indicator(s) to be achieved (e.g., describe, apply, evaluate, synthesize, etc.).

13. Plans how assessment will occur and incorporates these in the written plan.

14. Plans assessments that are in the format of the Ohio Achievement Tests and the Ohio Graduation Test.

15. Prepares daily up-to-date written lesson plans.

16. Maintains plans for meaningful learning experiences that can be used by a substitute teacher.

INSTRUCTION

During instruction, the teacher:

1. Communicates to the students the standard(s) and grade level indicator(s) to be achieved.

2. Communicates to the students what they will know and be able to do at the end of that lesson or subsequent lessons aligned to the specific indicator(s).

3. Demonstrates the use of multi-level questions (i.e., application, analysis, synthesis, and evaluation) for the purpose of increasing student achievement beyond the knowledge and comprehension levels.

4. Demonstrates the correct use of pause time when asking questions.

5. Models the outcomes and processes to complete the classroom activity and/or the assignment correctly.

6. Demonstrates differentiation of instructional techniques and varies learning activities for different learners based on their interests, abilities, learning styles, and instructional needs of students.

7. Checks to ensure that students are actively engaged in the learning process and makes changes in the plan when necessary to further student learning.

8. Maintains a high level of involvement with students throughout all learning activities in the teaching/learning situation (e.g., circulates among students during practice activities to check progress and encourage students to stay on-task).

9. Checks for understanding using a variety of strategies such as signaling, verbal questions and answers, written student statements, etc.

10. Provides or elicits summarizations or closure statements from students to re-emphasize what was learned and the purpose for the learning.

11. Assigns homework for the purpose of providing independent practice of the classroom learning activities; ensures assignments are realistic in length and difficulty; explains all assignments thoroughly; and differentiates assignments when necessary based upon individual student need.

12. Gives students individual help and exercises patience with all students, especially those who "don't get it" the first time. Provides re-teaching/corrective activities with alternative explanations, methodologies, and materials.

13. Provides enrichment activities for students who have demonstrated mastery of the grade-level indicator(s).

14. Determines the extent to which grade level indicators were achieved;

    a. Reevaluates to ensure there was congruency with learning experiences.

    b. Recognizes and uses a variety of data gathering methods to determine the progress of the individual in achieving the grade-level indicators.

    c. Uses positive evaluation techniques that encourage student to learn and improve.

    d. Reviews the evaluation instrument with the students.

15. Implements intervention strategies base upon student achievement data and then gathers data to measure the results of the intervention strategies being used.

THE CLASSROOM ENVIRONMENT

During instruction, the teacher:

1. Demonstrates organization in classroom operation including up-to-date record keeping and seating arrangement. Efficiently handles housekeeping tasks such as distributing papers, care of materials, and equipment.

2. Maintains a high degree of "on-task" behavior by utilizing classroom time effectively with appropriate learning activities.

3. Maintains classroom discipline in a consistent and positive manner congruent with building policy.

4. Through appropriate channels, will seek to provide a safe and positive environment for students, realizing staff, parents, and community share a responsibility to maintain an atmosphere for effective learning.

5. Demonstrates respect for the ability and worth of every child, is tolerant and fair, and fosters two-way understanding and respect.

6. Models and places stress on the positive development of responsibility, self-discipline, work ethic, good citizenship, and respect for property and rights of others.

PROFESSIONAL RESPONSIBILITIES

As a member of Mentor Schools faculty, the teacher:

1. Recognizes the proper channels of authority and uses the proper channels of communication.

2. Understands and follows board of education policies, rules, and regulations.

3. Elects to pursue professional development activities in order to maintain a high degree of current knowledge and best practices.

4. Takes an active part in professional organizations.

5. Demonstrates willingness to utilize technology to implement lessons (e.g., SMART Boards, computers, internet, e-mail, etc.).

6. Apprises administrators of techniques, methods, and ways of improving the program of instruction.

7. Effectively supervises non-classroom assignments.

8. Submits required forms and building documents in a complete and timely manner.

9. Utilizes system resources to aid in meeting the needs of students experiencing difficulties including building intervention teams, and special education personnel.

10. Communicates with colleagues to elicit and maintain cooperation and facilitate the efficient implementation of the instructional program; seeks to resolve conflicts in a positive manner; mentors fellow professionals.

11. Makes instructional decisions based on current, scientific research.

12. Dresses appropriately in a manner that:

a. Presents a professional, identifiable appearance for students, parents and the community;

b. Promotes a positive work environment;

c. Fosters respect and confidence.

13. Is alert and shows vitality.

14. Speaks clearly and is easy to understand; uses fluent and appropriate language.

15. Maintains regular attendance; is punctual to school, class, and meetings.

16. Demonstrates good judgment, tact, and a mature attitude needed in dealing with others.

17. Demonstrates and conducts him or herself with appropriate demeanor including but not limited to refraining from any conduct which may violate the provisions of Titles 29 and 33 of the Ohio Revised Code.

PARENT-COMMUNITY RELATIONS

With respect to the community, the teacher:

1. Communicates in a consistent and positive manner in a variety of ways with parents throughout the year regarding student progress.

2. Understands the importance of communicating with parents regarding students' needs beyond the district's interim and quarterly report card.

3. Demonstrates an effort to understand parents' concerns and anxieties when there is a problem with their child by engaging in active listening techniques and demonstrating empathy for the situation.

4. Responds to notes, e-mails, and phone messages in a timely manner.

5. Promotes and supports Mentor Schools in a variety of ways.

Revised 3/06

INTRODUCTION TO THE PROFILE OF AN EFFECTIVE COUNSELOR

The following criteria have been compiled to help define an effective guidance counselor. The list is not exhaustive and many other types of criteria can be added. However, it is felt the items included are basic and important in helping a counselor consider all areas of the complex topic of effective guidance and counseling.

It must be stressed that the items included are goals. It is not expected that a guidance counselor will achieve or must achieve all criteria. These criteria may serve as goals toward which the guidance counselor may work. Thus, the profile will serve in two (2) ways:

A. It will serve as a general tool to help the guidance counselor help herself/himself locate and analyze areas for improvement in different guidance and counseling dimensions.

B. It will also serve as a point of departure for the guidance counselor and administrator in discussing strong points and growth areas.

The profile has been divided into five (5) categories:

A. Guidance and Counseling Services
B. Professional Characteristics
C. Personal Characteristics
D. Parent-Community Relations
E. Professional Growth

Each category is further defined by more specific items.

It is hoped that this profile will aid in self-analysis and improvement of instruction.

PROFILE OF AN EFFECTIVE COUNSELOR

Guidance and Counseling Services

A. **Direct Services to Students**

1. **Counseling Service** – Provides individuals or small groups counseling which will help students understand themselves, discuss problems, formulate plans, or develop effective relationships.

2. **Group Guidance Service** – Coordinates a program of group guidance with activities arranged to help students gain information, become oriented, develop academic and social skills.

B. **Direct Services to Staff**

1. **Consultative Service** – Provides information to adults in the way of test results, permanent record information and curricular options to develop a more complete awareness of the needs of the pupils.

C. **Direct Service to Parents**

1. **Parent Conference Service** – Discuss and to provide parents an opportunity to understand their child's progress, potentialities, motivations, and needs.

D. **Indirect Services**

1. **Pupil Appraisal and Record Services** – Helps students, parents, and faculty to assess student ability, achievement, and interests (i.e., permanent files, surveys, etc.).

2. **Transitional Service** – Works in cooperation with faculty and administration to facilitate transitions by students from one level of instruction to another.

3. **Resource Identification Service** – Identifies community resources available to enhance student development (e.g. social services, welfare, psychological services, and special needs).

4. **Information Service** – Provides for the collection, maintenance, availability, and dissemination of current educational and occupational information for use by students, parents, faculty, and administrators.

5. **Evaluation and Planning Service** – Information gathered to aid in guidance program, planning, and improvement.

PROFESSIONAL CHARACTERISTICS

A. Possesses a knowledge of formal and informal academic and personality assessment techniques.

B. Possesses a thorough knowledge of group processes and techniques.

C. Possesses a thorough knowledge of individual counseling processes and techniques.

D. Possesses a thorough knowledge of the school curriculum.

E. Possesses a thorough knowledge and understanding of the learning process and of the nature of children and their growth.

F. Recognizes the proper channels of authority and uses the proper channels of communications.

G. Understands and follows Board of Education policies, rules, and regulations.

H. Takes an active part in professional organizations.

I. Communicates with colleagues to elicit and maintain cooperation and facilitate the efficient implementation of the guidance program.

PERSONAL CHARACTERISTICS

The Counselor:

A. Is clean and neat in appearance.

B. Is careful with personal health – physical, emotional, and mental; is alert and shows vitality.

C. Speaks clearly and is easy to understand; uses fluent and appropriate language.

D. Maintains regular attendance and is punctual.

E. Demonstrates good judgment, tact, and a mature attitude that is needed in dealing with others.

PARENT – COMMUNITY RELATIONS

The Counselor:

A. Communicates in a consistent and positive manner with parents throughout the year regarding student progress.

B. Familiarizes the school community with specific counseling services, goals, and needs with which the counselor is involved.

C. Demonstrates an effort in understanding parents' concerns and anxieties when there is a problem with their child.

D. Works as a liaison person in cooperation with community agencies.

Revised 10/92

APPENDIX V

INTRODUCTION TO THE PROFILE OF AN EFFECTIVE NURSE

The following criteria have been compiled to help define an effective nurse. The list is not exhaustive and many other types of criteria could be added. However, it is believed the items included are basic and important in helping a nurse consider all areas of effective nursing services.

It must be stressed that the items included are goals. It is not expected that a nurse will achieve or must all criteria. These criteria may serve as goals toward which the nurse may work. Thus, the profile will serve in two (2) ways:

A. It will serve as a general tool to help the nurse help herself/himself locate and analyze for improvement in the area of nursing services.

B. It will also serve as a point of departure for the nurse and administrator in discussing strong points and growth areas.

The profile has been divided into five (5) categories:

A. Nursing Skills and Services
B. Professional Characteristics
C. Personal Characteristics
D. Parent-Community Relations
E. Professional Growth

Each category is further defined by more specific items.

It is hoped that this profile will aid in self-analysis and improvement of health services to students.

PROFILE OF AN EFFECTIVE NURSE

Nursing Skills and Services

A. Direct Services to Students

The Nurse:

1. Promotes and protects the optimal health status of children.
2. Provides health assessments.
3. Develops and implements a health plan.
4. Maintains, evaluates, and interprets cumulative health data.

5. Provides health education.

B. **Direct Services to Staff**

The Nurse:

1. Interprets the health status of students.

2. Recommends and helps to implement modifications of school programs to meet student's health needs.

3. Participates as the health specialist.

C. **Direct Services to Parents**

The Nurse initiates referrals to parents, school personnel and community health resources for intervention, remediation, and follow through.

D. **Indirect Services**

The Nurse develops and utilizes community resources (physical and mental health, welfare, social action agencies) to enhance student and family well-being.

PROFESSIONAL CHARACTERISTICS

The Nurse:

A. Recognizes the proper channels of authority and uses the proper channels of communications.

B. Understands and follows Board of Education policies, rules, and regulations.

C. Takes an active part in professional organizations.

D. Apprises administrators of ways in which services can be improved.

E. Communicates with colleagues to elicit and maintain cooperation and facilitate the efficient implementation of the nursing services program.

PERSONAL CHARACTERISTICS

The Nurse:

A. Is clean and neat in appearance.

B. Is careful with personal health – physical, emotional, and mental; is alert and shows vitality.

C. Speaks clearly and is easy to understand; uses fluent and appropriate language.

D. Maintains regular attendance; is punctual to assignments and meetings.

E. Demonstrates good judgment, tact, and a mature attitude that is needed in dealing with others.

PARENT-COMMUNITY RELATIONS

The Nurse:

A. Communicates in a consistent and positive manner with parents throughout the year regarding individual student needs and assessments.

B. Familiarizes laymen with specific nursing services, goals, and needs with which the nurse is involved.

C. Demonstrates an effort in understanding parents' concerns and anxieties when there is a problem with their child.

D. Works in cooperation with community agencies as a referral agent or liaison person.

Revised 10/92

PROFILE OF AN EFFECTIVE MEDIA SPECIALIST

LIBRARY AND INSTRUCTION ROLE

The Media Specialist:

A. Exhibits teaching characteristics as described in the Profile of the Effective Teacher.

B. Demonstrates knowledge of the District curriculum.

C. Provides instruction in library media information skills which correlate to the course of study.

D. Provides consultation services to teachers and administrators relating to educational media.

E. Provides reading, listening, and viewing encouragement and guidance.

F. Develops a current collection that supports the District curriculum and building needs, through previewing, selecting, ordering, evaluating, weeding, etc. and with staff and student input.

G. Promotes the concept of an integrated library media program, e.g. by cooperative planning and communicating with teachers and administration; offering a variety of activities; providing materials, bibliographies, etc.

LIBRARY MEDIA MANAGEMENT

The Media Specialist:

A. Maintains current inventories of supplies, materials, and equipment.

B. Organizes media resources and facilities for optimal usage.

C. Coordinates services that encourage library media usage.

D. Schedules library activities.

E. Provides a system for the circulation of media and equipment.

F. Trains and supervises library staff.

G. Administers budgeted library funds.

H. Provides supervision of library users and materials.

I. Engages in short and long range planning and evaluation of the library media program, with the assistance of the administration, staff, students, parents, and media director.

PROFESSIONAL RESPONSIBILITIES

The Media Specialist:

A. Provides in-service training to staff and administration.

B. Serves on District committees, e.g. curriculum, media, building.

C. Participates in school meetings, programs, and activities.

D. Maintains positive communications and relationships with staff, students, parents, and the community.

E. Attends professional meetings, workshops, and conferences.

F. Takes part in professional activities, e.g. organizational membership, courses, etc.

G. Observes laws and policies of the District, State, and Nation, e.g. copyright; and upholds student's' and staff's rights of access to information.

H. Utilizes opportunities to promote the library media program and activities.

I. Recognizes the importance of continual professional growth.

J. Shows awareness of and assists with the linkages between different information sources and organizations.

K. Demonstrates current knowledge of methods, materials, and equipment in education and the library media field, and a willingness to adapt to programmatic changes.

TECHNICAL EXPERTISE

The Media Specialist:

A. Demonstrates knowledge of audiovisual hardware and technologies.

B. Promotes the use of available media materials and equipment.

C. Maintains audiovisual equipment; shares and demonstrates safety in regards to usage.

D. Provides first-line diagnosis and repair of materials and equipment.

E. Maintains files necessary for library media operations.

F. Maintains current records and provides information and reports on library holdings, needs, and usage.

G. Provides materials that are catalogued and processed according to recognized library media standards.

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APPENDIX V

INTRODUCTION TO THE PROFILE OF AN EFFECTIVE SCHOOL PSYCHOLOGIST

The following criteria have been compiled to help define an effective school psychologist. The list is not exhaustive and many other types of criteria could be added. However, it is felt the items included are basic and important in helping a school psychologist consider all areas of the complex topic of an effective school psychologist.

It must be stressed that the items included are goals. It is not expected that a school psychologist will achieve or must achieve all criteria. These criteria may serve as goals toward which the school psychologist may work. Thus, the profile will serve in two (2) ways:

A. It will serve as a general tool to help the school psychologist help herself/himself locate and analyze areas for improvement in the different school psychology dimensions.

B. It will also serve as a point of departure for the school psychologist and administrator in discussing points and growth areas.

The profile has been divided into six (6) categories:

A. Providing psycho-educational evaluation

B. Contributing to the written report

C. Contributing to a multi-factored evaluation

D. Consulting with teachers, parents, and other educational personnel

E. Counseling individually and in groups with disabled students and/or parents

F. Contributing to the Intervention Assistance Team process

Each category is further defined by more specific items.

It is hoped that this profile will aid in self-analysis and improvement of instruction.

SCHOOL PSYCHOLOGIST SERVICES

A. Providing the intensive psycho-educational evaluation of individual children identified as or thought to be disabled.

B. Contributing to the written report of the evaluation team and delineating the results of the psycho-educational evaluation for consideration in the development of the IEP for each disabled child studied.

C. Contributing to a multi-factored evaluation, utilizing diagnostic instruments and techniques appropriate for the area of disability or suspected disability, as a part of the multidisciplinary team.

D. Consulting with teachers, parents, and other educational personnel on matters relating to the education and/or mental health of children to ensure the provision of the most appropriate education program.

E. Counseling individually and in groups with disabled students and/or their parents. The counseling shall be accompanied by written procedures which include the intake interview, the structure of counseling, and criteria for selection.

PROFESSIONAL CHARACTERISTICS

A. Possess a thorough knowledge of ability tests.

B. Possess a thorough knowledge of achievement testing both standardized and norm referenced.

C. Possess a thorough knowledge of social/emotional assessment, adaptive behavior evaluation, fine and gross motor assessments.

D. Possess a thorough knowledge of individual and group counseling.

E. Possess a thorough knowledge of the social curriculum.

F. Possess a thorough knowledge of Individual Education Plan.

G. Possess a thorough knowledge of standards and laws.

H. Possess a thorough knowledge of interventions.

I. Possess a thorough knowledge of Preschool laws and assessments.

J. Possesses a thorough knowledge of the use of a computer and related skills.

K. Recognize the proper channels of authority and use the proper channels of communications.

L. Understand and follow Board of Education policies, rules, and regulations.

M. Takes an active part in professional organizations. Communicates with colleagues to elicit and maintain cooperation and facilitate the efficient implementation of the school psychologist program.

APPENDIX V

PERSONAL CHARACTERISTICS

The School Psychologist:

A. Is clean and neat in appearance;

B. Is careful with personal health – physical, emotional, and mental; is alert and shows vitality;

C. Speaks clearly and is easy to understand; uses fluent and appropriate language;

D. Maintains regular attendance; is punctual to class and meetings;

E. Demonstrates good judgment, tact, and a mature attitude that is needed in dealing with others.

PARENT-COMMUNITY RELATIONS

The School Psychologist:

A. Communicates in a consistent and positive manner with parents throughout the year;

B. Familiarizes laymen with specific school psychology services, goals, and needs with which the school psychologist is involved;

C. Demonstrates an effort in understanding parents' concerns and anxieties when there is a problem with their child;

D. Works in cooperation with community agencies as a referral agent or liaison person.

Approved 3/94

APPENDIX V

Teacher Evaluation Rubric for Planning & Preparation and Instruction

The following rubric is intended to articulate the criteria for evaluation of planning, preparation and instruction in the observation/evaluation process. Classroom Environment, Parent-Community Relations, and Professional Responsibility are articulated in the Profile of an Effective Teacher (Appendix V).

PLANNING & PREPARATION	Unsatisfactory	Emerging	Proficient
Knowledge of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Balance of Goals	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.
Resources for Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.
Resources for Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.
Materials & Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.

APPENDIX V

PLANNING & PREPARATION	Unsatisfactory	Emerging	Proficient
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.
Assessment Matches Goals	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.
Assessment Used for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.

INSTRUCTION	Unsatisfactory	Emerging	Proficient
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.
Clarity of Goals	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional growth.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional growth.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.
Criteria and Standards	Proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they either are not clear or have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.

Mentor Public Schools
Teacher Evaluation Form

Teacher ______________________________ Assignment ________________

Date evaluation given to teacher_____________ Conference Date ____________

♦♦

KEY: Proficient (P); Emerging (E); Unsatisfactory (U)

CATEGORY AS REFLECTED BY THE *PROFILES OF AN EFFECTIVE TEACHER*	P	E	U
Planning and Preparation			
Classroom Environment			
Instruction			
Professional Responsibilities			
Parent Community Relations			

I. Comments:

II. Commendable Performance Areas:

III. Specific Recommendations for Improvements and Means to Obtain Assistance in Making Improvements (if necessary):

IV. Teacher Comments (Optional):

Current license/certificate status _____
(See Appendix, Information Sheets)

Recommendation for the school year 20__ - 20__ (Spring Evaluation)

_____Renewal _____Conditional _____Non-Renewal

_____ _____
Evaluator's Signature Date

_____ _____
Teacher's Signature Date

My signature indicates that I have read the above and does not indicate approval or disapproval.

Teacher's comments attached: Yes _____ No _____

Distribution:
1. Original to personnel file via appropriate Education Director
2. Evaluator's copy
3. Teacher's copy

APPENDIX V

Mentor Public Schools

* Unsatisfactory Evaluation – In the event of an unsatisfactory rating

1. The teacher may have to up forty-eight (48) hours to review and sign the evaluation.

2. The teacher may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 10 for limited contract teachers and prior to June 1 for continuing contract teachers.

3. The teacher may elect to have his/her own statement attached to the evaluation. There shall be no rebuttal statements.

4. Allegations to an administrative procedural error shall be subject to grievance.

REVISIONS TO 3220A F1:
3/13/89
7/29/91
4/22/94
12/14/98
3/26/06

3220A F2

APPENDIX V

Mentor Public Schools
Teacher Observation

Teacher _____ Date of Observation_____

School _____ Subject and grade _____

Date observation given to teacher _____

Date of Pre-Observation Conference (Optional) _____

Time in _____ Time out _____

Date of Post-Observation Conference _____

Category as Reflected by the Profiles of an Effective Teacher:

Planning and Preparation
The lesson plans:

___ Reflected appropriate grade-level indicator(s)

___ Reflected activities that were aligned to the indicator(s)

___ Cited appropriate materials for all learners

___ Provided for motivation of students

___ Provided for assessment

Instruction
In the observed lesson:

___ The indicator(s) were clearly communicated to the students

___ The students were actively engaged in learning process

___ The students responded to a variety of multi-level questions

___ The students were given appropriate pause time when asked questions

___ The students experienced teacher modeling of the outcome or process

___ The instruction was differentiated for students

___ The teacher engaged in Interactive technology instruction

___ The teacher engaged in checking for understanding activities

___ The teacher provided or elicited closure statements from students

___ The assignments for independent practice were clearly explained

___ The assignments for independent practice were aligned to the observed lesson

The Classroom Environment
In the observed lesson:

___ The students maintained a high-degree of on-task behavior.

___ The classroom discipline was consistent and positive.

___ Students were treated with respect, tolerance and fairness.

B. Narrative/Summary of Lesson:

C. Commendable Performance Areas:

D. Specific Recommendations for Improvement and Means to Obtain Assistance in making those Improvements:

E. Observation Rating: Proficient (P) Emerging (E) Unsatisfactory (U)

F. Teacher Comments:

_____ _____
Signature of Observer Date

_____ _____
Signature of Teacher ** Date

* (see reverse side)
** I have read the above. My signature does not indicate agreement with the contents expressed in Items A, B, and C.

Distribution:
1. Original to personnel file via appropriate Education Director
2. Evaluator's copy
3. Teacher's copy

APPENDIX V

Mentor Public Schools

* When an unsatisfactory rating is indicated, the teacher has the following options:

1. The teacher may have up to forty-eight (48) hours to review and sign the observation.

2. The teacher may request an additional observation by the same administrative evaluator.

3. The teacher may request review of observation(s) by the Superintendent or his/her designee.

4. The teacher may elect to have his/her own statement attached to the observation.

REVISIONS TO 3220A F2:
3/13/89
4/22/94
12/14/98
3/26/06

3220A F3

APPENDIX V

Mentor Public Schools
Self Evaluation

Name _____ School _____

Position _____ Date _____

(This form is to be completed by the teacher. The area of responsibility listed on the back of this form may be used.)

1. Areas of strength (list no more than three)

2. Areas to consider for personal self improvement (list no more than three)

3. Activities to facilitate improvement

4. Progress (complete prior to composite evaluation)

3220A F3

APPENDIX V

Mentor Public Schools

This list may be used as a guide. Determine where improvement is desired and where there is considerable strength. The teacher is encouraged to be candid and realistic in evaluating self-performance.

Teaching performance

_____ evidence of sound planning

_____ evidence of worthwhile objectives

_____ understanding of student characteristics

_____ variety of meaningful methods and activities

_____ effective communication with students

_____ individualization: meeting student needs

_____ student development in critical thinking, self confidence, and responsibility

_____ effective working atmosphere

_____ efficient classroom management

_____ mature relationship with students

Professional performance

_____ attitude toward teaching

_____ relations with staff

_____ relations with community

_____ professional preparation

_____ professional growth

Personal qualities

_____ health, vigor, enthusiasm

_____ effective speech

_____ personal appearance

_____ emotional stability

REVISIONS TO 3220A F3:
3/13/89
4/22/94

3220A F4

Mentor Public Schools
Goal Setting

Name _____ School _____

Position _____ Date _____

(This form is to be completed by the teacher and the evaluator working together to set up appropriate and realistic performance goals.)

1. Goals identified and mutually agreed upon by teacher and evaluator listed in order of priority (list no more than three)

2. Activities to be undertaken to achieve each goal

3. Methods to be used and information to be gathered to determine progress toward goal (how will goal be measured?)

APPENDIX V

Mentor Public Schools

4. Progress/appraisal conclusions (to be completed prior to composite evaluation)

5. Future directions

When this form is to be part of the evaluation, sign and attach to the composite evaluation form.

_____ _____

Signature of Teacher Signature of Evaluator

_____

Date

REVISIONS TO 3220A F4:
3/13/89
4/22/94

Mentor Public Schools
Composite Counselor Evaluation Form

Counselor ______________________ Group ______________________

School ______________________ Date ______________________

♦♦

Section A – Overall Performance Assessment

KEY: S – Acceptable performance
NI – Needs improvement
U – Unsatisfactory

* Any "NI" or "U" will be explained below

	S	NI*	U*
Techniques and skills			
Counseling services			
Group guidance services			
Consultative services			
Parent conference services			
Pupil appraisal and record services			
Transitional services			
Resource identification services			
Information services			
Evaluation and planning services			
Professional characteristics			
Personal characteristics			
Parent-community relations			
Professional in-service growth			

Section B – Summary of Overall Performance, Commendations, and Recommendations

1. Summary of overall performance

APPENDIX V

Mentor Public Schools
Composite Evaluation

2. Commendations

3. Recommendations

Section C – Performance Rating

1. Overall performance rating to date:
   Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

Section D – Previous Alternative Assessment/Observation Record

Date of last alternate assessment technique _____

Date of last observation _____

Current license/certificate status _____
(see Appendix, Information Sheets)

_____ _____
Signature of Evaluator Signature of Counselor **

* (see reverse side)
** My signature indicates that I have read the above and does not indicate approval or disapproval.

Counselor's comments attached: Yes _____ No _____

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Evaluator copy
3. Counselor copy

APPENDIX V

Mentor Public Schools

* Unsatisfactory Evaluation – In the event of an unsatisfactory evaluation:

1. The counselor may have up to forty-eight (48) hours to review and sign the evaluation.

2. The counselor may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 10 for limited contract teachers and prior to June 1 for continuing contract teachers.

3. The counselor may elect to have his/her own statement attached to the evaluation. There shall be no rebuttal statements.

4. Allegations to an administrative procedural error shall be subject to grievance.

REVISIONS TO 3220C F2:
3/13/89
4/22/94
12/14/98

3220C F1

APPENDIX V

Mentor Public Schools
Counselor Observation Form

Counselor _____ Group Responsibility _____

School _____ Date of Conference _____

I. Description and comments concerning guidance and counseling tasks (refer to guidance graded course of study for descriptions).

A. Direct services to students (group counseling services and group guidance services)

B. Direct services to staff (consultative services)

C. Direct services to parents (parent conference services)

D. Indirect services (pupil appraisal and record services, transitional services, resource identification services, information services, evaluation and planning services)

E. Plans for continued growth

F. Counselor's comments

G. Observation rating:

Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

_____ _____
Signature of Observer Signature of Counselor **

* (see reverse side)

** I have read the above. My signature does not indicate agreement or disagreement with the contents of this observation form.

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Observer copy
3. Counselor copy

APPENDIX V

Mentor Public Schools

* When an unsatisfactory rating is indicated, the counselor has the following options:

  1. The counselor may have up to forty-eight (48) hours to review and sign the observation.

  2. The counselor may request an additional observation by the same administrative evaluator.

  3. The counselor may request review of observation(s) by the Superintendent or his/her designee.

  4. The counselor may elect to have his/her own statement attached to the observation.

REVISIONS TO 3220C F1:
3/13/89
4/22/94
12/14/98

APPENDIX V

Mentor Public Schools
Composite Nurse Evaluation Form

Nurse _____ School _____ Date _____

Section A – Overall Performance Assessment

KEY S – Acceptable performance
NI – Needs improvement
U – Unsatisfactory

* Any "NI" or "U" will be explained below

	S	NI*	U*
Skills and services			
Urgent care needs			
Screening and assessment services			
Maintains, evaluates, and interprets cumulative health data			
Information services			
Resource coordination services			
Enhances health instruction program			
Health counseling			
Professional characteristics			
Personal characteristics			
Parent-community relations			
Professional in-service growth			

Section B – Summary of Overall Performance, Commendations, and Recommendations

1. Summary of overall performance

3220D F2

Mentor Public Schools

2. Commendations

3. Recommendations

Section C – Performance Rating

1. Overall performance rating to date:

Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

Section D – Previous Alternative Assessment/Observation Record

Date of last alternative assessment technique _____

Date of last observation _____

Current license/certificate status _____
(see Appendix, Information Sheets)

_____ _____
Signature of Evaluator Signature of Nurse **

* (see reverse side)
** My signature indicates that I have read the above and does not indicate approval or disapproval.

Nurse's comments attached: Yes _____ No _____

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Evaluator copy
3. Nurse copy

APPENDIX V

Mentor Public Schools

* Unsatisfactory Evaluation – In the event of an unsatisfactory evaluation:

1. The nurse may have up to forty-eight (48) hours to review and sign the evaluation.

2. The nurse may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 10 for limited contract teachers and prior to June 1 for continuing contract teachers.

3. The nurse may elect to have his/her own statement attached to the evaluation. There shall be no rebuttal statements.

4. Allegations to an administrative procedural error shall be subject to grievance.

REVISIONS TO 3220D F2:
3/13/89
4/24/94
12/14/98

3220D F1

Mentor Public Schools
Nurse Observation Form

Nurse _____ School _____

Date of Observation _____ Date of Conference _____

A. Direct services to students

B. Direct services to staff

C. Direct services to parents

D. Indirect services

E. Plans for continued growth

F. Observation rating:

Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

Nurse's comments

_____ _____
Signature of Observer Signature of Nurse **

* (see reverse side)
** I have read the above. My signature does not indicate agreement or disagreement with the contents of this observation form.

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Observer copy
3. Nurse copy

APPENDIX V

Mentor Public Schools

* When an unsatisfactory rating is indicated, the nurse has the following options:

1. The nurse may have up to forty-eight (48) hours to review and sign the observation.

2. The nurse may request an additional observation by the same administrative evaluator.

3. The nurse may request review of observation(s) by the Superintendent or his/her designee.

4. The nurse may elect to have his/her own statement attached to the observation.

REVISIONS TO 3220D F1:
3/13/89
4/22/94
12/14/98

3220E F2

Mentor Public Schools
Media Specialist Evaluation Form

Media Specialist _____ Date _____

School _____

◆◆

Section A – Overall Performance Assessment

KEY: S – Acceptable performance
NI – Needs improvement
U – Unsatisfactory

* Any "N" rating will be explained below

	S	NI*	U*
Curriculum and instruction			
A. Teaching role			
B. Media role			
Library media management			
Professional responsibilities			
Technical expertise			

Section B – Summary of Overall Performance, Commendations, and Recommendations

1. Summary of overall performance

2. Commendations

APPENDIX V

Mentor Public Schools

3. Professional development plans

4. Improvement needs and means for accomplishing same (for "N" items)

Section C – Performance Rating

1. Overall performance rating to date:

Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

Section D – Previous Alternative Assessment/Observation Record

Date of last alternative assessment technique _____

Date of last observation _____

Current license/certificate status _____
(see Appendix, Information Sheets)

_____ _____
Signature of Evaluator Signature of Media Specialist **

* (see reverse side)

** My signature indicates that I have read the above and does not indicate approval or disapproval.

Media Specialist's comments attached: Yes _____ No _____

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Evaluator copy
3. Media Specialist copy

APPENDIX V

Mentor Public Schools

* Unsatisfactory Evaluation – In the event of an unsatisfactory evaluation:

1. The media specialist may have up to forty-eight (48) hours to review and sign the evaluation.

2. The media specialist may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 10 for limited contract teachers and prior to June 1 for continuing contract teachers.

3. The media specialist may elect to have his/her own statement attached to the evaluation. There shall be no rebuttal statements.

4. Allegations to an administrative procedural error shall be subject to grievance.

REVISIONS TO 3220E F2:
5/92
4/22/94
12/14/98

3220E F1

APPENDIX V

Mentor Public Schools
Media Specialist Observation Form

Media Specialist _____ Date of Conference _____

School _____

A. Description of class/activities observed

B. Comments regarding observed class/activities (strengths and/or recommendations)

C. Comments regarding library media services (including managerial, professional, technical, curricular, and instructional)

D. Media Specialist comments

E. Observation rating:
Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

_____ _____
Signature of Observer Signature of Media Specialist **

* (see reverse side)
** I have read the above. My signature does not indicate agreement or disagreement with the comments expressed in Items A, B, and C.

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Observer copy
3. Media Specialist copy

APPENDIX V

Mentor Public Schools

* When an unsatisfactory rating is indicated, the media specialist has the following options:

    1. The media specialist may have up to forty-eight (48) hours to review and sign the observation.

    2. The media specialist may request an additional observation by the same administrative evaluator.

    3. The media specialist may request review of observation(s) by the Superintendent or his/her designee.

    4. The media specialist may elect to have his/her own statement attached to the observation.

REVISIONS TO 3220E F1:
2/92
4/22/94

3220F F2

APPENDIX V

Mentor Public Schools
Composite School Psychologist Evaluation Form

School Psychologist ____________________ Date ______________________________

School ________________________________

♦♦

Section A – Overall Performance Assessment

KEY: S – Acceptance Performance
NI – Needs improvement
U – Unsatisfactory

* Any "NI" or "U" will be explained below

	S	NI*	U*
Techniques and skills			
Psycho-educational evaluation			
Written reports			
Utilization of diagnostic instruments			
Consultative services			
Counseling services			
Contributing to the Intervention Assistance Team process			
Professional characteristics			
Personal characteristics			
Parent-community relations			
Professional in-service growth			

Section B – Overall Performance, Commendations, and Recommendations

1. Summary of overall performance

APPENDIX V

Mentor Public Schools

2. Commendations

3. Recommendations

Section C – Performance Rating

1. Overall performance rating to date:

Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

Section D – Previous Alternative Assessment/Observation Record

Date of last alternative assessment technique _____

Date of last observation _____

Current license/certificate status _____
(see Appendix, Information Sheets)

_____ _____
Signature of Evaluator Signature of School Psychologist **

* (see reverse side)
** My signature indicates that I have read the above and does not indicate approval or disapproval.

School Psychologist's comments attached: Yes _____ No _____

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Evaluator copy
3. School Psychologist copy

APPENDIX V

Mentor Public Schools

* Unsatisfactory Evaluation – In the event of an unsatisfactory evaluation:

1. The school psychologist may have up to forty-eight (48) hours to review and sign the evaluation.

2. The school psychologist may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 10 for limited contract teachers and prior to June 1 for continuing contract teachers.

3. The school psychologist may elect to have his/her own statement attached to the evaluation. There shall be no rebuttal statements.

4. Allegations to an administrative procedural error shall be subject to grievance.

REVISIONS TO 3220F F2:
4/22/94
12/14/98

APPENDIX V

Mentor Public Schools
School Psychologist Observation Form

School Psychologist _____

Date of Observation _____

Date of Conference _____

Description and comments concerning School Psychology tasks (refer to Profile of an Effective School Psychologist)

A. Direct services to students, staff, parents

B. Indirect services

C. Plans for continued growth

D. Observation rating:

Satisfactory _____ Needs Improvement* _____ Unsatisfactory* _____

_____ _____
Signature of Observer Signature of School Psychologist **

* (see reverse side)
** I have read the above. My signature does not indicate agreement or disagreement with the contents of this observation form.

Distribution:
1. Original to personnel file via appropriate Assistant Superintendent
2. Observer copy
3. School Psychologist copy

APPENDIX V

Mentor Public Schools

* When an unsatisfactory rating is indicated, the school psychologist has the following options:

1. The school psychologist may have up to forty-eight (48) hours to review and sign the observation.

2. The school psychologist may request an additional observation by the same administrative evaluator.

3. The school psychologist may request review of observation(s) by the Superintendent or his/her designee.

4. The school psychologist may elect to have his/her own statement attached to the observation.

APPENDIX V

PRINCIPLES OF LEARNING

Carl Glickman, Renewing America's Schools

1. Learning is an active process that demands full student participation in pedagogically valid work. Students need to make choices, accept responsibility, and become self-directed.

2. Learning is both an individual and cooperative venture, where students need to work at their own pace and performance levels and also have opportunities to work with other students.

3. Learning is goal-oriented and connected in the real world, so that students understand the applications of what they learn in school to their outside lives and communities.

4. Learning is personalized, to allow students, together with their teachers, to set learning goals that are realistic but challenging, attainable, and pertinent to their future aspirations.

5. Learning is documentable, diagnostic, and reflective, providing continuous feedback to students and parents, to encourage students and train them in self-evaluation. Assessments should be used as a tool to develop further teaching and learning strategies.

6. Learning takes place in a comfortable and attractive physical environment and in an atmosphere of support and respect, where students' own life experiences are affirmed and valued and where mistakes are analyzed constructively as a natural step in the acquisition of knowledge and understanding.

PERMANENT BUILDING SUBSTITUTE

A. There shall be four (4) Permanent Building Substitutes employed at Mentor High School and one (1) at each Middle School in the district.

B. The workday for each Permanent Building Substitute shall begin at the regular starting time of the building to which they are assigned, and the Permanent Building Substitute workload shall be the same as a regular teacher's workload: five (5) classes, one (1) preparation period, and one (1) duty period.

C. A Building Substitute may be asked to cover a class during their preparation period. If they agree to cover the class, they shall be compensated at the rate of twenty-four dollars ($24.00) per hour.

D. A Building Substitute may be assigned to a different building in the district, but this assignment will not change their workday or workload as defined above. The Building Substitute who has been assigned to a different building may be asked to work beyond their regular building's workday, and, if they agree, they will be compensated as described in paragraph C.

APPENDIX VII

MENTOR PUBLIC SCHOOLS

REQUEST FOR PERSONAL LEAVE

Check appropriate box: ☐ Certified/licensed ☐ Classified

With the exception of an unforeseen emergency, employees must submit to the Principal or appropriate supervisor a properly completed form at least **five (5) work days prior** to the actual date of the proposed leave. After an emergency situation, the employee is required to submit this form within five (5) working days following his/her return to work.

NAME _____ SCHOOL/LOCATION _____

GRADE SUBJECT OR POSITION _____ SUBSTITUTE REQUIRED? ____

DATE(S) REQUESTED FOR PERSONAL LEAVE _____
Month Day(s) Year

WHOLE/PARTIAL DAY: ☐ ¼ day ☐ ½ day ☐ ¾ day ☐ Full day

IF LESS THAN A FULL DAY, SPECIFY HOURS OF ABSENCE: _____

PLEASE CHECK REASON FOR REQUEST:

☐ a. TO TRANSACT PERSONAL BUSINESS.
☐ b. BEREAVEMENT THAT IS NOT COVERED BY THE SICK LEAVE POLICY.
☐ c. EMERGENCY BEYOND THE EMPLOYEE'S CONTROL.
Such circumstances are defined as certain broad events that cannot be anticipated or avoided. This completed form must accompany the certification of absence form and be submitted within five (5) working days after the employee returns to work.
☐ d. OTHER GOOD AND JUST CAUSES.

CLEARLY STATE PURPOSE OR CAUSE ON THE LINES BELOW FOR:
1. A request for two (2) or more consecutive days of personal leave.
2. This application submitted with fewer than five (5) days notice before the event.
3. Subsection "d" is checked above.

_____
_____

SIGNATURE OF EMPLOYEE _____ DATE _____

RECEIVED BY: _____ DATE _____
Appropriate Principal/Supervisor

☐ APPROVED _____ DATE _____
☐ NOT APPROVED Assistant Superintendent/Human Resources
☐ DEDUCT

PERSONAL LEAVE

Any staff member working four (4) or more hours a day may be absent without loss of pay a maximum of four (4) days and employees working fewer than four (4) hours per day may be absent without loss of pay for three (3) days in any school year to transact necessary and urgent personal business which cannot be conducted outside the regular school day, and for other reasons that fall within the intent of this provision. Personal leave shall not be used in place of professional leave, to extend holidays or recesses, to provide vacations, for recreation, for social or fraternal functions, to engage in or seek other employment, or to attend business trips with spouse.

Note: Subsection "d" allows one to apply for a once-in-a-lifetime event.

The request must be specified and subject to prior approval.

The Board of Education believes that personnel, considering the best interests of the students, will make every effort to use discretion in the use personal leave.

Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined in O.R.C. 3319.16 and shall result in appropriate disciplinary action, up to and including contract termination.

PROCEDURES TO BE FOLLOWED:

Approval of the request shall be dependent upon compliance with the following:

1. The employee must submit a properly completed form at least five (5) school days prior to the actual date of the proposed leave.
2. Requests for two (2) or more consecutive days of personal leave must specifically state in detail the reason for the request and are subject to the approval of the Assistant Superintendent/Human Resources.
3. Requests for three (3) single days of personal leave shall be approved based upon the checking of Subsections "a" "b" or "c" and timely submission.
4. Applications submitted under provisions of Subsection "d" must state the specific reason for the leave, be submitted at least five (5) days prior to the day of the proposed leave, and be approved by the Assistant Superintendent/Human Resources.
5. Applications, except requests submitted under Subsection "c" (Emergency), submitted with fewer than five (5) days notice are subject to approval by the Assistant Superintendent/Human Resources. The employee will be notified of the decision prior to the date of leave. Reasons for denial will be given in writing upon request.
6. In an emergency situation (Subsection "c"), the substitute answering service must be informed at the earliest possible time. A personal leave request must be submitted on the proper form within **five (5) days** after the employee's return, and the employee, upon request, must be able to document the emergency.

All personal leave requests will be processed through the building principal or the appropriate supervisor and will be forwarded to the Assistant Superintendent/Human Resources. In reviewing all requests, the Assistant Superintendent/Human Resources will render the final approval or disapproval when required.

APPENDIX VIII

MENTOR PUBLIC SCHOOLS
HUMAN RESOURCES DEPARTMENT

CERTIFICATED PERSONNEL
REQUEST FOR TRANSFER

Employee _____ School _____

Grade/Subject _____ Years in Above School _____

I hereby request a transfer from my present assignment.

A. School(s) I prefer:
   1. _____
   2. _____
B. Grade(s)/Subject(s) I prefer:
   1. _____
   2. _____
C. Reason for requesting transfer (optional):
   _____
   _____
   _____
D. Area(s) of Certification: _____

Transfer papers will be placed in all certificated staff members' mailboxes by March 1. Transfer request forms will be available in the Human Resources office prior to March 1. **Please complete and return to the Human Resources Department by March 15.** A copy of this request will be forwarded to the appropriate Assistant Superintendent of Education. The employee will be notified of action taken by the Assistant Superintendent/Human Resources.

_____ Date
Signature

Revised 5/30/95

APPENDIX IX

FMLA LEAVE FORM

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)

1. Employee's Name

2. Patient's Name *(if different from employee)*

3. Page 4 describes what is meant by a **"serious health condition"** under the Family and Medical Leave Act. Does the patient's condition[1] qualify under any of the categories described? If so, please check the applicable category.

   (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None of the above _____

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **incapacity**[2] if different):

   b. Will it be necessary for the employee to take work only **intermittently or to work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)?

   If yes, give the probable duration:

   c. If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated[2] and the likely duration and frequency of **episodes of incapacity**[2]:

[1] Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

[2] "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

6. a. If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

b. If any of these treatments will be provided by **another provider of health services** (e.g., physical therapist), please state the nature of the treatments:

c. **If a regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment?**

8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

Date

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature

Date

A **"Serious Health Condition"** means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

   Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity[2] or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

   (a) A period of incapacity[2] of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity[2] relating to the same condition), that also involves:

   (1) **Treatment**[3] **two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

   (2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment**[4] under the supervision of the health care provider.

3. Pregnancy

   Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

   A **chronic condition** which:

   (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

   (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and

   (3) May cause **episodic** rather than a continuing period of incapacity[2] (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

   A period of **Incapacity**[2] which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

   Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition that **would likely result in a period of Incapacity**[2] **of more than three consecutive calendar days in the absence of medical intervention or treatment,** such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

NOTE: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

[3] Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

[4] A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

MEDICAL RELEASE

I authorize the release of any medical information necessary to process the above request.

Employee Signature _____ Date _____

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OEA
OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

August 31, 2010

2010 SEP -1 P 1:43
STATE EMPLOYMENT RELATIONS BOARD

Administrator
State Employment Relations Board
65 E. State Street, 12th Floor
Columbus, OH 43215-4213

Re: SERB Case #10-MED-01-0028

Dear Administrator:

Enclosed are two copies of the final executed copy of the final executed copy of the negotiated *Agreement between the Mentor Board of Education and the Mentor Teachers Association* located in Lake County. This Agreement is effective from August 22, 2010 through August 31, 2012.

Please time and date stamp the enclosed copy of this letter upon receipt and return it to my attention in the provided envelope.

Thank you for assistance in this matter.

Sincerely,

Chlo Leidy (kz)

Chlo Leidy
Labor Relations Consultant

CL:kz

Enclosures

c: Marsh Buckley, MTA President
Jacqueline Hoynes, Superintendent
Tim Sheeran, Legal Council

01/28/11
10-MED-03-0183
2634-01
K26999

MASTER AGREEMENT

between the

AKRON BOARD OF EDUCATION
Akron Public Schools

and the

AKRON EDUCATION ASSOCIATION, INC.

Effective:

July 1, 2010 through June 30, 2012

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	MEMORANDUM OF UNDERSTANDING	

ARTICLE I – PREAMBLE

The Board of Education of the Akron City School District (hereinafter referred to specifically as the Board, and collectively with the Superintendent and his staff as the employer) is charged with the responsibility of providing the most effective public education possible for the students of this school district.

1.01 Board Responsibility

It is cognizant of Ohio law which specifies that the Board has the responsibility and the final authority to make policy decisions and to administer its schools, exercising in the process the best possible management of these responsibilities as entrusted to it by the school community, including the most astute use of that same community's school funds.

The Board and the Association recognize the value of implementing the practices of Site-Based Management. To support that process, it is recognized that every effort should be made to move decisions to the building level, specifically within the scope of Building Leadership Teams where such teams have been established.

1.02 Superintendent

The Superintendent and his staff (hereinafter referred to as the Superintendent) are responsible for implementing the policies established.

1.03 Professional Staff

The professional staff has the responsibility of carrying out the best possible program of education under the policies of the Board in order to provide a quality education for all pupils.

1.04 Mutual Understanding

The Board, the Superintendent, and the AEA can best carry out their respective responsibilities in an atmosphere of understanding and mutual respect.

The Superintendent and President of the AEA shall meet in private at least once quarterly at the request of either individual to discuss matters of educational policy and development as well as matters relating to the implementation of these policies.

1.05 Established Procedures

It is recognized that the best interests of public education will be served by procedures established to provide an orderly method for the Board, the Superintendent and representatives of the AEA to discuss such matters as are specified herein, and to formalize agreements reached in these matters.

1.06 Stature of Contract

If any portion of this Agreement be in violation of any applicable laws, then that portion in disagreement shall be considered null and void, without however, impairing any other portion of this Agreement.

1.07 Non Discrimination

This Agreement is part of the policies of the Board and shall be administered without regard to race, age, religion, color, national origin, sex, marital status or handicap. Violation of any portion of this Agreement by any employee shall be grounds for disciplinary action to such form and manner as the Board may deem proper.

1.08 No Reprisal, No Retaliation

No member of the bargaining unit shall be adversely treated, restrained, interfered with or coerced as a result of filing a grievance or seeking Association assistance on any matter under this Agreement.

Neither the board nor the AEA shall engage in, condone, encourage, or permit retaliation against any person due to that person's participation or refusal to participate in strike-related activities. The Superintendent and the President shall take affirmative action to discourage and eliminate any and all retaliatory conduct which is brought to their attention.

ARTICLE II – RECOGNITION

2.01 Job Code Numbers

The Board hereby recognizes the AEA as the sole and exclusive representative for all persons in the following job codes:

006 Teacher, TS 380
015 Art Therapists
016 Music Therapist
017 AEA President
018 AEA Vice President
021 Program Specialist/Resource Teacher/Team Coordinator
024 Speech Therapist
033 Librarian
039 Teacher, Individual Services
040 Substitute, Individual Services
042 Teacher, Substitute
043 Teacher, Long Term Substitute
045 Site-Based Leader
050 Consultant/Montessori Specialist
054 Counselor

055 Counselor, TS 522
059 Substitute Psychologist
060 Psychologist, Intern
061 Psychologist, TS 380
062 Psychologist, TS 412
063 Psychologist, TS 442
065 Psychologist, TS 411
125 Occupational Therapist
129 Physiotherapist
130 Licensed Physical and Occupational Therapy Technicians
131 Interpreter, Hearing Handicapped
416 School Psychologist (Daily)
424 Instructor, Jr. ROTC, TS 422
428 Commanding Officer, Jr. ROTC, TS 422
451 Language Arts Instructional Assistant
452 Language Arts Inst. Assist. Degreed/Certified
453 Teacher, Special Projects
454 Elementary Inst. Asst., Degreed/Certified
476 Teacher, Extended Day Program
483 Certificated Deaf Interpreter
484 Non-Certificated Deaf Interpreter
524 Teacher, Evening High School
526 Substitute Teacher, Evening High School
535 Teacher, Adult Vocational Services, Part-Time
538 Teacher, Adult Vocational Services, Substitute
539 Teacher, Infants/Toddler, Adult Voc. Services
550 Teacher, Adult Vocational Services
553 Placement Specialist, Adult Vocational Services
574 Nurse Instructor, Akron School of Prac. Nursing
576 Teacher, School of Prac. Nursing, TS 380
577 Teacher, School of Prac. Nursing, TS 442
578 Teacher, School of Prac. Nursing/Clinical Inst.
579 Sub. Teacher, School of Practical Nursing
606 Teacher, Summer Elem. Education Center
608 Substitute Teacher, Summer Elem. Ed. Center
626 Teacher, Summer Secondary School
628 Substitute Teacher, Summer Secondary School
648 Teacher, Summer Music program
652 Substitute Teacher, Summer Music Program
676 Teacher, Summer ESEA
678 Substitute Teacher, Summer ESEA
686 Teacher-In-Charge, Summer ESEA
692 Counselor, Summer ESEA
700 Teacher-In-Charge, Summer DPPF
701 Teacher, Summer DPPF
702 Substitute Teacher, Summer DPPF
703 Counselor, Summer DPPF
714 Teacher, Summer Ext. Ed. Program

715 Counselor, Summer Ext. Ed. Program
750 Teacher, Adult Basic Education
752 Teacher, Adult Basic Education, Part-Time
972 Teacher, Non-Public Schools, Aux. Services
973 Teacher, Non-Public Schools, Aux. Services, Part-Time
974 Home Visitor, Non-Public Schools, Aux. Services
976 Counselor, Non-Public Schools, Aux. Services
978 Psychologist, Non-Public Schools, Aux. Services
982 Teacher, Non-Public Schools, ESEA

2.02 Changes in Job Code Numbers

The job code numbers above are based on the present organizational chart. Recognition of the individuals in the categories shall not be affected by future changes in job code numeration.

2.03 Recognition

Recognition of the AEA by the Board shall be for the purpose of formulating agreements concerning salaries, fringe benefits, working conditions and all other items which are mutually agreed upon.

ARTICLE III - PERSONNEL POLICIES

3.01 Definitions

A. Professional Staff

The "professional staff" includes teachers, supervising teachers, program specialists, learning specialists, resource teachers, coordinators, psychologists, counselors, assistant principals, unit principals, principals, directors, executive directors, assistants to the Superintendent, executive assistants, the Superintendent and any other personnel required to be certificated by the State Department of Education.

B. Employees

An "employee" is any person holding a position in the Akron Public Schools, subject to appointment, removal, promotion or reduction by the Board of Education or by the Superintendent of Schools or by his representative or by the Civil Service Commission. This term may include members of the professional staff, the Treasurer, persons in coordinate, architectural and engineering services; persons in part-time teaching positions; members of the clerical and secretarial staffs, members of the maintenance and operations staffs; members of the food services staff, and members of the educational assistants staff.

C. Member

"Member" means all certificated persons employed by the Board for which the AEA is the recognized representative as defined in Article II, Section 2.01 of this Agreement.

D. Work Days

Work days are those days established by the school calendar adopted by the Board pursuant to Section 3.06 on which employees are to be in attendance.

E. Immediate Family: Death

For Death, the "immediate family" includes father, mother, sister, brother, husband, wife, child, grandparent, step grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepson, stepdaughter, stepfather, stepmother, stepbrother, stepsister, step grandchild, any individual directly responsible for the rearing of the member or any dependent person in the immediate household.

For Death, "other relative" includes an uncle, aunt, cousin, niece, nephew, and in-laws other than those described in the preceding paragraph.

F. Immediate Family: Personal Illness

For personal illness, the "immediate family" includes husband, wife, a dependent son, a dependent daughter, any dependent person residing in the immediate household; or a father, mother, father-in-law, mother-in-law, sister or brother, son or daughter who is seriously ill.

G. Treasurer

The "Treasurer" shall mean the Treasurer of the Board.

H. President

The "President" shall mean the President of the AEA.

I. Executive Director – Human Resources

The "Executive Director – Human Resources" shall mean the Executive Director – Human Resources, unless otherwise specified.

J. Seniority

1. "Seniority" shall mean a numerical ranking based upon the total length of continuous full-time service with the Board. In the event that two members have the same number of years of continuous service, the following order shall be used to determine the most senior member: (1) effective date, (2) Board approval date, (3) contract offer date, (4) time of day of offer.

2. "Classification seniority" applies only to counselors and shall be the total length of continuous service in that classification with the Board. When, for the purposes of transfer or reduction in force, two or more counselors have identical classification seniority, total seniority in the Akron Public Schools shall determine the most/least senior of the counselors with identical classification seniority.

K. Curriculum

"Curriculum" shall be considered the planned program of instruction and Co-curricular activities authorized by the board.

L. Personal Business

"Personal Business" is an obligation or emergency over which the member has no control and which requires immediate attention.

M. Full Time

"Full Time" means any certified member contracted under time schedule 380 (or more) who works five (5) hours or more per day, five (5) days per week.

N. Co-Curricular Activities

"Co-curricular activities" shall be those activities for which the Board issues a supplemental contract.

O. Middle School

Whenever there is reference to secondary school or a secondary school member in this Agreement, it shall include middle schools and middle school members.

P. Preparation

A preparation is any class designated by an individual course code assigned by the Superintendent and offered for credit. "Independent Study" shall not be considered a preparation.

Q. Master Equivalency

Master Degree Equivalency on the salary schedule shall mean completion of 30 graduate semester hours or 45 graduate quarter hours of credit after completion of Bachelor Degree.

Effective July 1, 2000, no employee can enter the Master Degree lane on the teachers' salary schedule without actually holding a Master Degree from an accredited university.

Effective July 1, 1994, the Master Degree +18 Graduate Semester Hours lane on the teachers' salary schedule shall be amended by adding "Equivalency +18."

Effective October 1, 2000, no employee can enter Equivalency +18 Graduate Semester Hours lane on the teachers' salary schedule without actually holding a Master Degree from an accredited university and earning an additional 18 Graduate Semester Hours since the degree was conferred.

Effective July 1, 1994, no new employee can qualify for an equivalency degree lane on the teachers' salary schedule.

3.02 Annual Time Schedule

The "time schedule" covering the school year, the numbers of days within the school year, and the calendar for the school year are established annually by the Board.

Members shall be paid their daily rate of pay for each day that they are required to work during the summer in excess of their time schedule.

3.03 Daily Rate of Pay

The "daily rate of pay" of members is determined by dividing the total annual salary for the school year by the total number of days for the employment classification (job code).

3.04 Work Day

A. Lunch Period

Members shall have an uninterrupted, duty-free lunch period of at least thirty (30) minutes during each school day.

B. Elementary – Secondary – Counselors

The work day for elementary school teachers shall not exceed 435 minutes.

The work day for secondary school teachers shall not exceed 450 minutes.

The work day for counselors shall not exceed 480 minutes.

C. Continuity of Instruction

The superintendent shall attempt to arrange the work schedule of custodians and maintenance personnel to avoid the interruption of instruction.

In the case of construction work scheduled during the school day, the Superintendent shall attempt to arrange such construction work to be done in a manner as to avoid undue interruption of instruction, but not so as to impose undue costs. The parties acknowledge that with the OSFC construction process, unavoidable interruptions will occur.

3.05 Member Work Load

Service related to or sponsored by the employer, other than the days established in the school calendar or in addition to the minutes per day established by this Agreement, shall be voluntary and not a part of the member's work load.

Members shall not be required to supervise or be responsible for supervision of non-instructional programs which the Board may add to the school day without prior consultation between the Superintendent and the AEA.

Elementary art, music, and physical education instructors who are assigned more than twenty-eight (28) periods per week shall not be assigned duty responsibilities.

Members assigned to an elementary school (p.m.) and secondary school (a.m.) shall report to school twenty (20) minutes prior to their first instructional period, and the member shall not be assigned a homeroom or duty. In no case shall such member's work day exceed 450 minutes.

The Board shall, wherever possible, initiate and/or continue state, national, or locally funded programs to provide educational assistants for the performance of non-teaching administrative, clerical and/or supervisory tasks.

Whenever possible members shall not be required to perform record keeping or other clerical duties pertaining to the lunch program. This shall include the collection and accounting of the lunch monies and/or tickets.

Members shall not be required to perform custodial duties.

Members' work loads shall be within the limits established by the State Department of Education.

In addition:

A. Attendance in study halls shall not exceed one hundred (100) pupils per supervisor.

B. Secondary teachers in English, social studies, science and mathematics shall be assigned not more than six (6) classes per day with an optimum of two (2) preparations and a maximum of three (3) preparations.

C. Members shall not be required to remain in the classroom when a teacher certificated to teach in a special area such as music, art, industrial arts, physical education, home economics, and/or foreign language is in charge. Substitutes shall be provided in the absence of any certificated teacher in any subject area unless the substitute list is exhausted.

D. The daily work load for a secondary teacher in the Akron Public Schools is six (6) regular class periods, one (1) period of special duty (study hall), one (1) conference period, and a homeroom assignment.

E. Secondary class size shall be within the limits established by the North Central Association, and as funds become available, the Superintendent shall reduce class sizes.

F. The maximum size for all special education classes shall conform to federal and state regulations and/or specifications.

G. In library periods where the average daily attendance exceeds fifty (50), an additional staff member or an educational assistant will be on duty.

H. Each secondary teacher shall, in addition to his/her lunch period, have not less than five (5) planning periods per week.

I. Any member in grades 1-5 shall be provided with at least 180 unassigned minutes per week break in pupil contact time. Members shall have the time provided within the school day, with blocks of time of not less than 15 minutes each. In addition, each member shall have a 30-minute duty-free lunch.

J. Members who are assigned to more than one (1) building each day shall not be assigned a homeroom or duty.

K. Special education students shall be provided the same amount of art, music and physical education taught by a special subject teacher, as non-disabled students. The instructional time may be provided to the entire class or special education students may be included in general education classes, whichever is the least restrictive environment.

L. Members shall not be required to perform evening surveillance duty.

M. Members shall not be assigned restroom supervision as a regular duty period.

N. Forms

The Board is committed to reducing the amount of paperwork required of teachers, and to that end, all forms, developed and distributed on a district-wide basis, which are used to report or record student progress or achievement, shall be reviewed by the Association in accordance with Section 7.04 of this Agreement. Any new or revised form intended for district-wide distribution shall include a statement of necessity which explains the need for the form. Members shall not be required to complete forms subject to this section, until the Association has been provided an opportunity to review the form(s).

Resolution of any dispute over the necessity of a form shall be resolved through mediation, which, in this instance, shall be final and binding. The parties agree that any disputed form shall not be distributed until the mediator's decision or other resolution by the parties. This provision shall not apply to forms which are developed to obtain data required by any governmental entity.

In addition, the parties agree to establish a paperwork reduction review process. The parties shall mutually appoint an equal number of members to a committee which shall meet annually and make recommendations to the Superintendent for the reduction of paperwork.

O. Standardized Testing Assistance

The Board will annually provide financial assistance to the buildings for the preparation and administration of the standardized testing program as follows:

1. Secondary Schools (Middle and High School) will receive funding based upon the number of students enrolled as follows:

1 – 700 Students	Secondary Schools will receive one thousand ($1,000) dollars per year
700+ Students	Secondary Schools will receive twelve hundred ($1,200) dollars per year

2. Elementary Schools will receive funding based upon the number of regular education classrooms:

1-10	Seven Hundred Dollars ($700) per year;
11-15	Eight Hundred Twenty Dollars ($820) per year;
16-25	One Thousand Dollars ($1,000) per year;
26 +	Twelve Hundred Dollars ($1,200) per year.

The funding is earmarked for the provision of support in the preparation and administration of standardized testing.

P. Submission of Grades

Members assigned to elementary and middle schools shall submit student grades to the appropriate office within one week after the close of the grading period.

Members assigned to high schools shall submit grades to the appropriate office by the close of school on the third workday following the close of the grading period.

Q. Eight Period Day

The eight (8) period day shall be the standard schedule in high schools of the Akron Public Schools. The eight (8) period day in secondary schools shall be defined as eight (8) class periods, each of which shall be fifty (50) minutes in length.

In schools where the eight period day is in effect, the daily work load for secondary teachers is five (5) regular classes, one (1) period of special duty, one (1) conference period and one (1) lunch period. Additionally, teacher in English, social studies, science and mathematics shall be assigned an optimum of two (2) preparations and a maximum of three (3) preparations.

Assignments of any sixth (6^{th}) regular class in lieu of a duty shall be voluntary and shall be offered on the basis of seniority.

The duration of pupil entry and exit, traditionally 8:00 a.m. to 3:15 p.m., shall not exceed four hundred thirty-five (435) minutes for the purpose of building supervision responsibilities.

References in the Master Agreement based on the nine (9) period day for purpose of workload or compensation shall be adjusted proportionately.

R. Reconstituting Schools

If during the term of this agreement, the Board is required to reconstitute a school or schools in order to comply with Ohio's requirements under the federal No Child Left Behind legislation, the Board shall request negotiations on the subject in accordance with section 13.07 herein.

The parties shall negotiate procedures for reconstituting a building, including all matters that affect members' wages, hours and terms and conditions of employment.

All provisions of Article XIII shall apply to the negotiations herein, except that the fact finder's recommendation shall be binding on the parties. No agreement reached may cause the Board to be non-compliant with No Child Left Behind legislation.

S. School Improvement Plans

In accordance with Ohio law and/or State Department of Education regulations, each building shall have a School Improvement Plan (SIP) team. It is the responsibility of the SIP team to recommend instructional intervention strategies to be implemented by the staff to improve student performance. Based upon the results of student assessments, these strategies should be developed by the SIP team representatives and the members in the grade level or department they represent.

1. Membership

Membership on the SIP team is voluntary. In elementary schools, the team shall consist of the principal and typically one member from each grade level. In the secondary schools, the team shall consist of the principal, an assistant principal, a counselor and a maximum of six teachers.

2. Testing and Assessment

At present, the following district-wide testing and assessment categories are required to be monitored in the School Improvement Plan to determine student achievement progress:

Writing Diagnostics, Grades 1-5
Harcourt Reading and Math Assessments, K-5
DIBELS
Ohio Academic Achievement Tests, Grades 3-8
Nine-week short cycle assessments
Ohio Graduation Test
Student grades

In addition, district approved supplemental reading and math assessments are used at the building level to measure progress in the SIP team's recommended interventions during the school year.

3. Data and Forms

The Board recognizes the importance of maximizing instructional time and minimizing time spent on clerical tasks relating to the collection and analysis of data. The Board agrees that forms used to record building assessment data shall be standardized, and that such forms shall be available for SIP team use by the 2007-2008 school year. The Board

further agrees, to the maximum extent possible, to provide equipment capable of electronically scoring assessment and provide reports of student performance in a disaggregated format necessary to the work of the SIP team. District approved supplemental reading and math assessments shall have a standardized reporting format, however electronic scoring of Grade K-3 and supplemental reading and math assessments is limited.

4. **Meetings**

A minimum of two (2) full days per school year shall be provided to each SIP team for the purpose of analyzing student data, making conclusions about the data and adjusting the SIP plan during the school year. These meetings will be held at the Ott Staff Development Center. The Board shall approve, at the request of a SIP team, the equivalent of a maximum of an additional two (2) days per school year for the SIP team business which can be held at the Ott Staff Development Center or the building and shall be funded by the building. A maximum of six subs each of the above days shall be provided by the Board. A minimum of one-half (.5) day shall be provided to the buildings so that the SIP team can communicate the analysis of the student performance data and the recommended interventions as identified in the SIP plan to the building staff and work with the staff toward implementation of the plan. This process shall take place during district waiver days and in the SIP team's school.

T. Members who are required to travel shall be allowed at least thirty (30) minutes of travel time between buildings. Travel time may not include any portion of a member's planning period or thirty (30) minute uninterrupted lunch period.

U. Teachers are required to have daily lesson plans.

V. For the purpose of voluntarily preparing classrooms for a new school year, members may have access to their classrooms no later than two (2) weeks prior to the first teacher workday. In the event classrooms are unavailable, members may have access not less than one (1) week prior to the first (1st) teacher workday. There may be instances where access cannot be provided.

3.06 School Calendar

The Board shall adopt its school calendar two years in advance. The calendar shall designate 1) work days with students; 2) work days without students; 3) paid holidays; 4) non-paid holidays; 5) Parent-Teacher Conference days, and 6) optional in-service days, if applicable.

The School Calendar Committee represents all bargaining units recognized by the Board. The School Calendar Committee shall be composed of one (1) representative for each 500 persons or fraction thereof represented by AEA; National Conference of Firemen and Oilers, Local 100 (Maintenance, Building, Grounds, Warehouse and Transportation Employees); Akron Association of Classified Personnel, Ohio Education Association;

OAPSE Local 689; National Conference of Firemen and Oilers, Local 100 (Child Nutrition Service Employees); and OAPSE Local 778.

Two (2) choices for the distribution of School Calendar days to be negotiated annually by the School Calendar Committee and the Superintendent shall be placed on a referendum ballot.

The School Calendar adopted by the Board shall be determined by a referendum of all personnel who shall vote on the two (2) choices negotiated by the School Calendar Committee (the composition of which has been defined heretofore) and the Superintendent. The complete results of this balloting shall be posted in each building.

3.07 Non-Degreed Teachers

Non-degreed persons hired to teach vocational programs must work with an approved university vocational teacher education program to obtain a standard four-year vocational certificate to be eligible for continuous employment.

3.08 Pupil-Teacher Ratio (Student Loads)

For grade 5 on a system wide basis, the pupil-teacher ratio shall not exceed 26 to 1, or the state minimum standards, whichever is lower.

The pupil-teacher ratio for each building shall be determined annually after the first 25 student days and shall be reported to the Board at its next regular meeting.

For the purpose of computing the pupil-teacher ratio, the Superintendent, executive assistants, specially certified teachers of art, music and physical education in the elementary schools, learning specialists, supplementary personnel assigned to teaching programs under special funding such as ESEA and DPPF, principals, assistant principals, counselors, educational assistants, office support personnel, clerks and all others, certificated or otherwise, who are not assigned responsibility for instruction in the regular school curriculum, shall not be included as a teacher. Enrollments in Kindergarten shall be computed at one-half (1/2) when the Kindergarten teacher is assigned all day in one (1) building excepting those buildings where All-Day Kindergarten program is in effect.

Special education students, included in the regular classroom, shall be counted in class size computations for the purpose of assigning new enrollees to a class. Special education students who are included into a general education class for up to one-half (1/2) day shall be considered as one-half (.5). Students who are included greater than one-half (1/2) shall be considered as one (1.0).

After the first 25 student days, the pupil-teacher ratio in grades 1 through 6 shall be determined by dividing the number of pupils in attendance by the number of classroom teachers.

In grades 7 through 12 in the academic disciplines, the pupil-teacher ratio for each teacher is to be determined by dividing the number of teaching periods into the total number of students instructed.

The daily student load for each secondary school teacher (grades 7 through 12 inclusive) shall not exceed the limits established by the North Central Association guidelines for grades 9-12 (presently 170). As funds become available, the Superintendent shall reduce student loads.

The Board and the Association agree that the pupil-teacher ratio of 26 to 1, for grade 5 on a system wide basis, shall remain in force for the length of the Agreement.

3.09 Appraisal

Appraisal is the process of arriving at judgments about a member's performance.

The appraisal program pertaining to the performance of a member shall be conducted openly and with the full knowledge of the member. The member shall be given a copy of any written report pertaining to his/her performance, regardless of the medium on which such report is contained. Said copy shall be given to the member within five (5) work days. The member shall have the right to permanently attach to each written report a written response or reaction within thirty days of receipt of the report.

For the purposes of appraisal in the area of attendance on the observation and evaluation forms, the Akron Public Schools attendance handbook shall be used, except that absences of twenty (20) or more consecutive days required by a physician due to outpatient surgery or hospitalization and absences related to pregnancy shall not be counted against the member. The pregnancy exception is limited to four (4) weeks prior to the due date and, for a normal delivery, six (6) weeks after delivery and, for caesarian delivery, eight (8) weeks after delivery. Complications due to pregnancy, which extend either of the periods above, shall also be excluded.

Should there be more than four (4) administrative observations during a school year, the member shall be notified in writing of the reason(s) for the additional observations. Likewise, should there be more than four (4) supervisory observations during the school year, said member shall be similarly notified.

Audio or video equipment may not be used for the purpose of observing or evaluating a member's performance unless the member has provided written permission for such equipment to be used.

The performance appraisal program shall include visitation, observation and evaluation. These are defined as:

Visitation:	any contact by an administrator or supervisor intended to provide information for the appraisal of the teacher.

Observation: a written record of an administrator's or supervisor's observation, based on visitation(s), provided to the teacher on the Observation and Appraisal Report Form. In the areas of "Conducting the Lesson" and "Planning the Lesson," such observation shall be dated and shall reflect only what was observed on the date indicated.

Evaluation: a determination, at the end of the school year, of the quality of the teacher's performance during the year. A written report is provided to the teacher through the year-end Teacher Evaluation Form.

A. Evaluation

Evaluation is conducted for the purpose of improving instruction, analyzing member performance with respect to continued employment, promotion, and non-renewal or contract termination.

Evaluation shall be the responsibility of the principal. The annual evaluation report shall be distributed to the member no earlier than the fifteenth (15^{th}) day prior to the member's last work day, and no later than the third (3^{rd}) day prior to the member's last work day.

In those cases where a member is required to evaluate his/her own performance, a conference with the building principal shall be required, prior to the transmittal of the evaluation to the Department of Human Resources.

In the areas of "Conducting the Lesson" and "Planning the Lesson," the evaluator shall use only that information provided to the member on the observations conducted during the school year for which the evaluation is being made.

A member shall not be requested or required to sign any evaluation until it is fully completed and signed by the principal.

At the request of the member or principal, a conference with the principal shall be held within five (5) work days after the receipt of the written evaluation. When a conference is held subsequent to an evaluation of a member, attendance shall be limited to the principal, the AEA representative, and the member.

Such written reports and observations as a principal may keep in order to aid in the preparation of the evaluation shall be made available for the member's inspection upon request.

B. Administrative Visitation and Observation

Administrative visitation shall be made by the Superintendent, executive assistant, building principal, director, coordinator, assistant or unit principal. When a visitation extends beyond fifteen (15) minutes, the administrator shall provide a written observation. When a visitation is less than fifteen (15) minutes, the administrator may exercise discretion as to whether or not to prepare an observation.

When an observation is made by the visiting administrator, a signed and dated copy of the observation is to be submitted to the member within five (5) work days after the visitation. Copies of such observations by the above administrators may be filed in the member's personnel folder. At the request of the member or the administrator providing the observation, a conference with the administrator shall be held within five (5) work days after the receipt of the observation. If the administrator is a coordinator or director, the administrator must review the observation with the member prior to discussing or submitting the observation to the building principal and before a copy is submitted to the member's file.

C. Supervisory Visitation and Observation

Supervisory visitation and observation are conducted for the purpose of improving instructional competencies within the classroom setting. Supervisory visitations and observations may be made by learning specialists or supervising teachers. When a visitation extends beyond fifteen (15) minutes, the supervisor shall provide a written observation. When a visitation is less than fifteen (15) minutes, the supervisor may exercise discretion as to whether or not to prepare an observation.

When an observation is made by the visiting supervisor, signed and dated copies are to be submitted to the building principal and the member within five (5) work days after the visitation. These observations shall not be filed in the Department of Human Resources; they may not be used in any proceeding concerned with termination or non-renewal of member's contract.

D. Limited or Continuing Contract

Members with a limited contract shall be evaluated annually in accordance with Section 3.09. Members with a continuing contract shall be evaluated once every three years in accordance with Section 3.09.

If the building principal determines there is a performance problem in years other than those where evaluation is required, the principal shall notify the Superintendent and the President. The teacher shall be subject to appraisal in accordance with Section 3.09. Within five (5) school days after an observation, a continuing contract teacher shall have the right to request a second party observation from individuals identified in Section 3.09, including learning

specialists. Within five (5) day of the second observation, the results of both observations will be made available to the Superintendent and the President.

In accordance with Section 3.09, principals shall have the right to make classroom visits and review lesson plans during the visit, and to discuss classroom performance with teachers any time during the teachers' employment.

E. Clear Direction

In the event inconsistent directions are provided a member as a result of administrative and/or supervisory visitations and observations, directions provided by the building principal shall take precedence over all others. The member may request a conference with the principal and such other authorized evaluators as necessary in order to establish clear direction for him/her. When such a conference is requested, it shall be held within five (5) work days.

3.10 Disciplinary Interviews and Suspension

Any disciplinary action taken by the Board shall only be for willful violations of reasonable regulations of the Board and/or the Agreement. No member shall be disciplined without just cause or because of the exercise of the right of freedom of speech or any other constitutionally guaranteed right, nor shall a member be disciplined unless it is determined through a disciplinary interview that just cause exists for the disciplinary action. The provisions of this section shall not apply to a suspension related to termination proceedings.

A. Disciplinary Interview

A disciplinary interview may be conducted by a field administrator, a central office administrator or the Executive Director – Human Resources.

In all disciplinary interviews, the following procedures shall apply:

1. A member shall receive a written notice at least forty-eight (48) hours prior to holding a disciplinary interview. Said notice shall contain the time and place of said interview and shall include the reason(s) for said disciplinary interview.

2. The interview shall be conducted in private, except that the member may request the presence of an AEA representative. When such a request is made, the interview shall not proceed until the representative is in attendance, unless the representative is unable to attend within five (5) work days.

3. No document shall be used by either party at any disciplinary interview conducted by an administrator for the Department of Human Resources unless a copy of such document has been provided to the other party at least two days in advance of the disciplinary interview.

B. Progressive Discipline

Formal disciplinary action shall consist of five (5) progressive steps and shall be taken only for just cause and shall not exceed the gravity of the member's offense. Nothing in this Agreement precludes the repetition of a disciplinary action for an offense without progressing to the next step.

First Step	Verbal Warning
Second Step	Building Level Reprimand
Third Step	Human Resources Reprimand
Fourth Step	One day suspension with or without pay
Fifth Step	Two day suspension with or without pay

Records of verbal warnings and building level reprimands shall be kept in the school office and not be made part of the member's personnel file. Records of Human Resources reprimands and suspensions may be included in the member's personnel file. Such records shall be removed from the member's personnel file two years after being imposed, provided there is no intervening disciplinary action under the steps above.

It is understood that the severity of an act may warrant an immediate suspension (with or without pay). It is further understood that this option will only be used for serious offenses or where termination would not be judged appropriate. A decision to suspend a member under steps 4 and 5 above can only be made by the Superintendent or the Executive Director of Human Resources.

C. Appeal

If a member is disciplined by a field or central office administrator, the member shall have five (5) work days in which to appeal the decision to the Executive Director – Human Resources. The appeal shall be heard in a meeting between the member and the Executive Director – Human Resources which shall take place no less than ten (10) work days after the appeal request. The member shall have the right to the presence of an AEA representative at the meeting. If a member is disciplined by the Executive Director of Human Resources, the member may file a grievance in accordance with Section 3.29.

Notwithstanding the above, a member shall have the right to grieve in accordance with Section 3.29 and/or submit a written rebuttal of any disciplinary action taken against him/her. The rebuttal shall be attached to the record of the disciplinary action provided that it is submitted within forty-five (45) work days following notification to the member of the disciplinary action.

Failure by the administration to follow the procedures set forth above shall result in any disciplinary action becoming null and void.

Members placed on administrative leave as the result of an allegation reported to Children Services Board or the Akron Police Department are not subject to the disciplinary procedures above unless the allegations against them are substantiated or it is determined the member violated Board policy.

3.11 Reassignment and Transfer

Reassignment and transfer of members outside this section shall be limited to the following items and only after consultation with the President: (a) to achieve or maintain a balance of race or sex of the staff within each building; (b) at least sixty percent (60%) of the staff in each building shall have had prior teaching service in the Akron Public Schools; (c) to protect a member's continuing employment.

The necessity for maintaining comprehensiveness and staffing for co-curricular activities may constitute overriding reasons for transfer outside this established policy. The Department of Human Resources shall notify the President of the circumstances requiring transfer outside this established policy at the time such deviations from established policy occur. No more than two (2) full-time members may be reassigned from one (1) school building to another during any school year under this exception.

For purposes of reassignment and transfer of a full time member split among buildings (excluding art, music and physical education teachers), the member shall be considered as being full time in each building in the event of a reduction or increase in the number of staff members assigned to the building. Said member shall have the right to any increase in staffing in either building before transfers of members to the building are made.

To the extent Ohio/Federal law and State Department of Education regulations require that teachers be highly qualified in the subject area in which they are teaching, no member may file, nor shall Human Resources process, a member-initiated request for transfer to a position for which the member is not highly qualified as of June 30.

Members who are involuntarily transferred to a 7-12 vacancy for which they are not highly qualified will be required to obtain HQT status for that assignment by June 30 of that school year or under the current state and federal guidelines, whichever is later. A member who refuses to become highly qualified by the deadline shall be required to file an involuntary transfer form requesting a position for which they are highly qualified. In the event there is no vacancy into which the member may transfer, the member's contract shall be suspended until such time as a vacancy becomes available.

The Superintendent shall furnish to the AEA the most current draft copy of each school's building organization sheet not later than July 15.

Additionally, the Superintendent shall provide to the AEA a record of all reassignments made under the provisions hereunder. Records of reassignments made as a result of the annual initial staffing in response to known vacancies and properly filed transfer requests shall be provided at the time teachers are notified of their inter-building reassignments or transfers. The provision of these records shall mark the conclusion of the annual initial staffing. Records regarding reassignments made after the annual initial staffing shall be

provided to the AEA within seven (7) calendar days after requested by the AEA or the first student day, whichever is earlier.

Shared Classrooms

Whenever the number of teachers assigned to an elementary building exceeds available classroom space, a member in that building may agree to share a classroom with another member. A shared classroom is a classroom to which two (2) full time members and two (2) classes are assigned, or a classroom to which a full time floating teacher is assigned for a portion of the day. Members cannot be required to share a classroom.

All shared classroom vacancies shall be filled in the same manner as vacancies in 3.11A and B. Shared classroom assignments are for one year only. Such assignments may be renewed if the need for them continues the following year, and if the parties agree to continue the shared classroom arrangement.

In the event there is no longer a need for a shared classroom assignment, or in the event members decline to continue sharing a classroom, the following shall apply if the transfers are necessary:

> If a vacancy exists in the building, the member who transferred into the building specifically for the shared assignment may accept the vacancy or transfer out of the building.
>
> If a vacancy does not exist in the building, the member who transferred into the building for the shared assignment shall file a decrease in enrollment transfer.
>
> If a vacancy does not exist in the building, and no member was transferred to the building specifically to share a classroom assignment, then the least senior member in the building will be transferred in accordance with 3.11B.

When assignment of additional staff to a building requires one or more shared classroom arrangements, and there are no members in the building volunteering to share a classroom in order to accommodate additional staffing, the Board may decline to assign additional staff to the building.

Posting of Vacancies

A list of known system wide vacancies as of May 15 shall be posted in each building no later than May 20. A copy of this posting shall be sent to the President no later than May 20.

A. Intra-Building Transfer or Reassignment

> A member desiring to transfer from one (1) grade level to another or from one (1) subject to another within the building shall file a request for transfer with the building principal prior to May 1. The building principal shall notify the member in writing prior to May 10 of the approval or disapproval of such request; if the

request is disapproved, the notification shall include the reason for such disapproval. Decisions in these transfers are subject to appeal, in writing, to the Executive Director – Human Resources, who shall respond to each appeal in writing. The appeals process shall be completed by May 20.

In the event the principal's decision is upheld by the Executive Director – Human Resources, the member may elect to file an Inter-Building transfer request as outlined in B.1.b.1. below, specifying the vacancy requested in the Intra-Building Transfer request denied by the principal.

If, as the result of a spring staff reduction, a member is reassigned to a different grade level within the building, the member may complete a Teacher's Request for Transfer to indicate a desire to be restored to his former assignment. In the event a vacancy occurs in that assignment prior to or during initial staffing, the member shall be restored to the former assignment within the building.

B. Inter-Building Transfer or Reassignment

Inter-building transfer and reassignment of full time members only shall be on the basis of seniority in the Akron Public Schools.

1. Inter-Building Transfer or Reassignment – Annual Staffing

When selecting members for transfer and/or selecting members to fill vacancies occurring during the annual initial staffing, priorities shall be observed in the following order:

- Reassignments due to building closings and changes in vertical organization shall be completed before any other transfers or reassignment are made.
- Member-initiated requests for transfer and transfers due to changes in student enrollment and/or program termination.
- Principal-initiated transfer requests.

a. **Due to Building Closings or Changes in Vertical Organization** (A vertical reorganization is a transfer or elimination of an entire grade level from a building organization.)

Transfer request forms for reassignments due to building closings or changes in vertical organizations shall be filed in the Department of Human Resources no later than June 1. When such reassignments are necessary, those highest in seniority within this category of transfers shall be reassigned first.

The priority in transfer granted to this category of transfer requests shall exist only for the initial placement. Subsequent movement to schools to which the member has assigned a higher ranking for transfer purposes than the ranking assigned the school to which the member received initial placement shall be based solely on the member's seniority in the same manner as member initiated request for transfer below.

b. **Member-Initiated Requests for Transfers and Transfers Due to Changes in Student Enrollment and/or Program Termination.**

Member-initiated request for transfer and transfers initiated by the administration due to changes in student enrollment and/or program termination shall be filed in the Department of Human Resources no later than June 1. Members requesting a transfer and members transferred because of changes in student enrollment and/or program termination shall be reassigned by order of seniority, those with the most seniority being assigned first.

1. **Member-Initiated Requests**

A member desiring to transfer from one building to another shall file a "Teacher's Request for Transfer." Prior to June 30, any member may, in writing, withdraw a request to transfer and the withdrawal shall be honored. The Executive Director – Human Resources shall notify the President of the total number of teacher-initiated requests for each building prior to July 10. Whenever the requests for transfer within a building exceed thirty percent (30%) of the number of members within the building, an investigation of causes within the building shall be conducted during the ensuing school year by a committee composed of the AEA Professional Problems Committee and a committee appointed by the Executive Director – Human Resources. The results of the study, with appropriate recommendations, shall be forwarded to the Superintendent.

2. **Transfers due to Changes in Student Enrollment and/or Program Termination.**

Members transferred under the provisions of this section of the Agreement shall be selected as outlined below:

A conference between the member transferred under these provisions and the building principal shall take place on or before June 1. The member may, if he desires, schedule a conference with the Executive Director – Human Resources any time after June 1.

Should intra-building reassignments be necessary, the member shall have the right, on a seniority and certification basis, to any existing vacancy. If there are no volunteers, the member with the least seniority in the affected area of certification shall be appointed to the vacancy.

Members to be Transferred under Items a. and b. Above

In determining members to be transferred because of a change in vertical organization or because of enrollment changes and/or program termination, volunteers shall first be transferred on a seniority basis, those with the most seniority being transferred first, after which transfers will be made on the basis of seniority as follows:

In the elementary school, the member with the least seniority shall be transferred. In the event the least senior teacher is a Kindergarten teacher, and there is also a staff member to be reassigned internally as a result of a grade level reduction at a grade level other than Kindergarten, the Kindergarten position will be filled as follows: the displaced teacher takes the existing Kindergarten opening. If the displaced teacher does not have Kindergarten certification, the least senior teacher holding Kindergarten certification, and not currently assigned to a Kindergarten, will be assigned to the Kindergarten so long as that person has less seniority than the displaced teacher. In the event the displaced teacher is not Kindergarten certificated and there is no Kindergarten certificated teacher less senior than the displaced teacher, the least senior teacher not teaching Kindergarten will be dropped from the building, and the displaced teacher will be assigned to that grade level and the Kindergarten teacher originally reduced from the building will be returned to the building. Under no circumstances will a teacher holding Kindergarten certification and having more seniority than the displaced teacher be asked to transfer to Kindergarten to create a vacancy for the less senior displaced teacher.

In the middle schools and high schools, the member with the least seniority who is assigned to the area in which the reduction is being made shall be transferred. However, in cases where a member's certification would permit him/her to be assigned to an alternate department in which there is a member with less seniority, the latter member shall be transferred.

Following annual staffing, should a vacancy occur in a building prior to five work days before the first work day assigned to the member's job code, a member transferred from that building shall return to the building before new transfers or new assignments to the building are made provided the member has indicated that desire on the member's transfer form and the member is offered and accepts the option to return to the building. If there are no members returning to the building, said vacancy shall be filled by the most senior member eligible for transfer under any of the provisions above who had requested assignment to the building where said vacancy has occurred provided the new vacancy is a higher preference on the teacher's transfer form than the position assigned to the member at the time the vacancy is being filled and provided the member accepts the assignment. No more than two members shall be transferred due to any one vacancy being filled under the provisions of this paragraph. Any vacancy remaining shall be filled by members as yet unassigned on the basis of seniority, then by new hires.

Any vacancy occurring within five days of the first work day assigned to a member's job code shall be filled by members as yet unassigned on the basis of seniority, then by new hires. New hires assigned in this manner shall be informed that the assignment is temporary and that the member will be reassigned the following year.

The Department of Human Resources shall notify a member who is eligible for transfer following annual staffing. A member who cannot be contacted within a twenty-four (24) hour period shall forfeit his/her right to said transfer.

c. **Principal-Initiated Request for Transfer**

A transfer request initiated by a building principal must be preceded by a conference with the affected member on or before May 1. Such requests shall be submitted to Human Resources no later than May 15.

The Executive Director, Human Resources, may, upon receipt of a Principal-Initiated Request for Transfer, transfer a member for the following reason: refusal by a member to teach any curriculum adopted at the building level by the Building Leadership Team, including those programs adopted under Section 3.41 herein.

Prior to the last school day, the member may submit a written request for a hearing to the Executive Director – Human Resources. The member shall have an opportunity to appear before the Executive Director – Human Resources and offer reasons counter to the transfer. The hearing shall be scheduled within fifteen (15) work days following the receipt of the request.

The member shall have an opportunity to be represented by the AEA.

2. **Intervention Specialist Transfers**

A request for transfer out of Special Education shall not be accepted in the case of any teacher until three (3) full years of service with the Board have been completed. This provision shall not apply to all persons hired before July 1, 1985.

When it becomes necessary to transfer special education teachers because of decreasing enrollment, including reassignment of units from one (1) building to another, the following shall apply:

a. A member whose unit is reassigned shall have the option of transferring with the unit.

b. In the even the member elects not to transfer with his/her unit, volunteers from the affected area of certification shall be the first transferred. The most senior volunteer shall be transferred first.

c. If there are no volunteers, the least senior member in an area for which the affected member holds a certificate shall be transferred.

3. **Elementary Special Subject Teacher Transfers**

a. Elementary special subject teachers (art, music, physical education) shall retain a combination assignment whose net weekly time equivalency does not change, unless the teacher requests and is granted a teacher-initiated transfer.

b. Elementary special subject teachers shall retain majority time assignments (2.5 or greater time equivalency) unless the teacher is transferred in accordance with other provisions under this section.

c. Any increase in a majority time assignment within the first twenty (20) student days will be given to the person in the building with the majority time assignment.

d. Elementary special subject teachers shall be assigned to minority time buildings (2.5 or less time equivalency) by the administrators in charge of the respective departments who shall consult with the teachers being assigned to such schools prior to assignment.

e. In making adjustments during the first twenty (20) student days, the Superintendent maintains the right to reschedule any and all minority assignments for the purpose of minimizing the number of art, music and physical education teachers assigned to each building.

f. Subject to the limitations set forth herein, after the twentieth (20^{th}) student day, an increase in a building's art, music, and physical education teacher equivalency resulting from an increase in the number of sections shall be filled at the discretion of the Department of Human Resources.

g. If a minority assignment grows into a majority assignment after the first twenty (20) student days and is projected to remain a majority assignment for the following school year, in the following year the assignment will be given to the person who had the larger time assignment in that building during the year in which the growth took place.

h. After the twentieth (20^{th}) student day, any teacher assigned to a majority assignment who still has an inflated schedule as determined by the art, music, and physical education teacher equivalency formula may be reassigned, reducing his or her schedule to no less than the equivalency assigned to that building.

i. Any assignment that does not grow into a majority assignment during a school year but is projected to be a majority assignment for the subsequent school year is not covered by this agreement.

j. The administration shall establish equivalencies and combine building assignments based on the following formula:

1, 2, 3 sections	.1 (1/2 day)
4, 5, 6 sections	.2 (1 day)
7, 8, 9 sections	.3 (1 ½ days)
10, 11, 12 sections	.4 (2 days)
13, 14, 15 sections	.5 (2 ½ days)
16, 17, 18 sections	.6 (3 days)

19, 20, 21 sections	.7 (3 ½ days)
22, 23, 24 sections	.8 (4 days)
25, 26, 27 sections	.9 (4 ½ days)
28, 29, 30 sections	1.0 (5 days)
31 or more sections	*

*.1 for every three (3) sections or fraction thereof over 30.

k. A section is defined as an elementary kindergarten through fifth grade classroom or a special education class that goes to art, music or physical education as a separate class. In buildings with two or more special education classes that attend art, music or physical education classes included in a regular class, an additional .1 (1/2 day) equivalency shall be allocated to the building.

l. Because of difficulties in establishing combination assignments, it may be necessary for the Superintendent to split a majority time assignment.

m. Special subject teachers who lose their room(s) after the start of the school year within the same building shall have .5 day without students for the purpose of moving and storage of materials; special subject teachers required to move to another building shall have up to 1.0 day(s) without students for the purpose of moving.

n. In elementary buildings where the Vocal Music Teacher is required to travel, a portable keyboard and stand (cart) shall be provided. In buildings where more than one vocal music teacher is teaching at the same time, a second keyboard and stand (cart) shall be provided.

o. Before being displaced due to another school function, special subject teachers shall be provided at least one week notice of that function by the building principal.

4. **International Baccalaureate Program**

Individuals who have transferred into an I/B program position under section 3.11, Reassignment and Transfer, shall be required to complete the training component(s) for the I/B program as listed in the job posting for the position and within the timeframe required by the governing body for I/B. If the required training has not been completed within the mandated timeframe, the individual will be required to transfer from the position.

Should an I/B program position become vacant due to a decline in student enrollment, and no staff member within the building elects to be assigned to the position, the least senior member within the affected curricular area would be offered the position. If the least senior member declines to accept the position, then the position will be filled pursuant to the reassignment and transfer provisions of Section 3.11.

C. Fall Assignment, Reassignment or Transfer Due to Enrollment Changes

The Board may transfer between buildings up to eight (8) members (excluding Intervention Specialists) under the provisions herein. Additional transfers may be made only upon agreement of the President. The Board may transfer no more than six (6) Intervention Specialists.

Fall transfers of members including Intervention Specialists between buildings and grade levels shall be made within the first fifteen (15) student days except for elementary special subject teachers (art, music, physical education) whose transfers shall be made within the first twenty (20) school days. The transfer of teachers other than elementary special subject teachers shall be made based upon the second Friday report as follows:

A list of fall vacancies shall be provided not later than the Tuesday following the second Friday report to each building in which a member is being reduced. Members identified for inter-building transfers herein shall select, on the basis of seniority, from among the vacancies on Thursday following the second Friday report. Members shall be given not less than one day to move materials and prepare the classroom to which they have been reassigned. Intervention Specialists transferred under these provisions shall be granted a $100 supply allowance for purchase of supplies either through the Akron Public Schools warehouse or through private vendors. The rules governing the purchase of these supplies are the same as those governing teacher supply allowance expenditures in Section 8.22 of the Master Agreement.

In the event a vacancy occurs in a building from which a member was involuntarily transferred, that member shall be offered the opportunity to return to the building. If the member returns to the building, then the assignment from which he is transferring shall be listed among the vacancies referred to above.

If a member, including an Intervention Specialist, must be reassigned because of a decrease in student enrollment, volunteers shall be transferred first, on a seniority basis, those with the most seniority being transferred first. If there are no volunteers, the following shall apply:

In the elementary school, the member including Intervention Specialists with the least seniority shall be transferred.

In the middle and high schools, the member including Intervention Specialists with the least seniority who is assigned to the area in which the reduction is being made shall be transferred. However, in cases where a member's certification would permit him to be assigned to an alternate department in which there is a member with less seniority, the latter member shall be transferred.

3.12 Position Vacancy

If a teacher leaves a teaching position prior to November 1, and the vacancy will continue for the rest of the school year, the position will be filled by a contract teacher unless a candidate with proper certification is unavailable.

After November 1, the position mentioned above will be filled by a substitute.

If a new teaching position is created prior to the end of the first semester, the position will be filled with a contract teacher unless a candidate with a proper certification is unavailable.

If a new teaching position is created after the start of the second semester, the position will be filled with a substitute teacher.

A. Ratio Position-Posting and Notification

Vacancies for any position, present, new, or additional, below the salary ratio of 1.24 will be publicized by sending a written notice to each building for posting in the school office, faculty lounge, or other appropriate place in each school or department, except that the positions of family and consumer sciences, work and family, and Grads shall be filled pursuant to section 3.11, Reassignment and Transfer.

The notice of vacancy should be posted at least ten (10) work days prior to the application deadline, and it shall clearly set forth the qualifications for the position.

Teachers who desire to apply for such positions shall file an application in writing with the Executive Director – Human Resources within the time limit specified in the notice.

All applicants will be notified in writing when the position has been filled. Such notification must be received by the unsuccessful candidates within ten (10) work days after the position has been filled except in cases where interviews are being conducted to develop an eligibility list.

Whenever an administrative or supervisory vacancy must be filled promptly, notification of the vacancy and the reasons for the urgency of filling the position will be provided to the President.

Members of the bargaining unit who leave their assignment (building and subject area) to accept a permanent administrative assignment are not guaranteed a return to their assignment. Said members may return to a bargaining unit position through the spring transfer process. A member returning to the bargaining unit shall be assigned through the transfer process on the basis of zero (0) years seniority in the Akron Public Schools.

Members of the bargaining unit who leave their assignment (building and subject area) to accept a temporary administrative assignment are guaranteed a return to their assignment if the temporary assignment ends within the same school year. If the temporary administrative assignment continues into the following school year, the member may only return to the unit through the spring transfer process on the basis of zero (0) seniority in the Akron Public Schools.

Members of the bargaining unit who leave their assignment (building and subject area) to accept a temporary administrative assignment during two consecutive semesters separated by a summer recess are not guaranteed a return to their assignment. Said members may return to a bargaining unit position through the spring transfer process on the basis of his or her seniority in the Akron Public Schools.

All appointments shall be made without regard to age, race, religion, color, national origin, sex, marital status, or handicap.

B. New Teacher Position Vacancy

When there is a vacant teaching position in a building requiring a new hire and it is possible to do so, Human Resources will provide three (3) candidates to be interviewed and selected by the Building Leadership Team or, where no Building Leadership Team exists, by the principal in consultation with selected members of the staff.

When a new teacher is being hired into an identified position in a specific building, the Building Leadership Team shall be responsible for selecting the teacher to be hired. At least half of the four (4) applicants to be interviewed shall be members with three (3) or more years of service as tutors or substitute teachers in the district. A member must have substituted a minimum of sixty (60) days in a school year for a year of credit under the provisions of this section.

Tutors and substitutes assigned to the building in which the vacancy exists shall not be excluded from the interview process for that building's opening.

The Superintendent may assign a minority teacher to a building in order to maintain or establish a proper faculty racial balance.

3.13 Resignation, Termination, or Non-Renewal of Contract

A. Resignation

A member may resign without adverse consequence provided the written resignation is submitted prior to July 10, and further provided the effective date of the resignation falls after the last day of school but prior to July 10. The Board may seek the suspension of teaching certification for any member who may resign after the tenth (10^{th}) day of July or when schools are in session. Members who wish to resign must submit a resignation in writing to the Executive Director – Human Resources at least ten (10) days before the effective date of the resignation.

B. Non-Renewal of Contract by the Board

The principal of each school is responsible for submitting to the Executive Director – Human Resources, not later than the last work day of December, a written report concerning any member whose performance is not satisfactory and to give to the member a copy of the report which must include a statement of what has been done to help the member. This report must be based upon a minimum of two observations and must reflect the criteria contained in the forms used for the observation and appraisal process provided in section 3.09 of the Agreement.

Not later than the last day of March, the principal is required to make a second written report and to include a statement of further efforts to help the member. This report shall be based upon a minimum of three observations, at least one of which shall be conducted in each of the months of January, February and March. If the principal becomes convinced the member should be dismissed, the principal must submit a written report and recommendation for dismissal to the Executive Director – Human Resources, and must give a copy to the member prior to April 10. The principal's decision must be based upon the criteria contained in the forms used for observation and appraisal in section 3.09 and must reflect only what is on the observation reports.

The procedures for non-renewal of contracts listed above do not apply to supplemental contracts. Supplemental contract non-renewal notices will be noted on the face of the supplemental contract and do not require any additional notice of non-renewal, pursuant to this Agreement or Ohio law.

C. Termination of Contract by the Board

Before terminating the contract of any member or refusing to renew the contract of any member with three (3) consecutive years of service in one (1) building, or five (5) or more years of service in the Akron Public Schools, the Board shall furnish the member a written notice signed by the Treasurer of its intention to consider the termination of his/her services, with full specifications of the grounds for such consideration. Unless the member so notified demands, in writing, within ten (10) days subsequent to the receipt of said notice, an opportunity to

appear before the Board and offer reasons against such termination, the Board may proceed with formal action to terminate services. If said member, within 10 days after receipt of notice from the Treasurer, demands in writing a hearing before the Board, the Board shall provide for such a hearing. The hearing shall be conducted under the rules set forth in Section 3319.16 of the Ohio Revised Code.

Except for those hearings provided for in Section 3319.16 of the Ohio Revised Code, other hearings required hereunder shall be closed hearings, conducted before a committee of the Board. The committee's recommendation shall be presented to the Board for approval or rejection.

D. Staff Reduction

1. Full-Time

When a member is released from assignment due to decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, lack of program funding, curriculum changes, or for any other reason, the member holding that assignment shall be transferred according to the provisions outlined in Section 3.11 B. 1. of this Agreement.

In the event there is no available position for which the member is certified, the members in that area of certification on limited contract shall be listed according to seniority and the contract of the member with the least seniority shall be suspended.

In the event all of the contracts of the members on limited contract have been suspended, the contracts of the members in that area of certification on continuing contract shall be suspended in accordance with the provisions of Section 3319.17 of the Ohio Revised Code.

Members assigned to ratio or extended time positions shall not be exempt from the reduction process.

Members whose continuing or limited contracts have been suspended shall have the right of restoration to service in the Akron Public Schools in order of seniority if and when positions become vacant or are created for which any of such members are, or have become, qualified.

The administration shall maintain a recall list of all members whose contracts have been suspended. The recall list shall be organized on the basis of seniority and certification.

A member who is recalled to an assignment at the same level (elementary, middle or high school) to which he or she was assigned at the time of contract suspension shall accept the assignment or be removed from the recall list. The Board has no obligation to employ any member who declines recall under the circumstances above.

A member who is recalled to an assignment at a level (elementary, middle or high school) different from the level to which he or she was assigned at the time of contract suspension shall have the right to refuse the assignment and remain on the recall list without penalty. A member's right to refuse recall under these circumstances shall be limited to one occurrence. Any subsequent recall offer refused by a member shall result in the member being removed from the recall list.

Assignments to which members are recalled shall be permanent, except that any member recalled to a position for which there are two or more time schedules shall be informed that the assignment is temporary. Members so assigned shall file a transfer form in accordance with 3.11 B. 1. b. by June 1.

2. **Part-Time**

For the purposes of staff reduction among part-time members, said members shall be classified in groups according to job codes as follows:

039, 452, 451, 454 Title I and 100 Book Challenge Tutors

039 Special Education Tutors

039 ESL Tutors

In the event of a reduction in force of part-time members in the job code classifications above, members in the classification being reduced shall be listed according to years of service and the contract of the member with the least years of service shall be suspended. No certificated member may be reduced before all degreed but non-certificated members are reduced, nor shall any degreed member be reduced before all non-degreed, non-certificated members are reduced.

Part-time members whose contracts have been suspended shall have the same procedural rights to recall as full-time members.

E. Termination of Supplemental Contracts by the Board

Before terminating the supplemental contract of any member, the Board shall furnish the member a written notice signed by the Treasurer of its intention to consider the termination of his/her contract, with full specification of the grounds, including incident(s) and/or date(s) for such consideration. Unless the member so notified demands in writing, within ten (10) days subsequent to the receipt of said notice, an opportunity to appear before the Board and offer reasons against such termination, the Board may proceed with formal action to terminate the contract. If said member, within ten (10) days after receipt of the notice from the Treasurer, demands in writing a hearing before the Board, the Board shall provide for such a

hearing. The hearing shall be conducted under the rules set forth in Section 3319.16 of the Ohio Revised Code. The hearings shall be closed hearings conducted before a committee of the Board. The committee's recommendation shall be presented to the Board for approval or rejection.

F. Policy Regarding Disability Retirement

If a member is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or is required to apply for disability retirement, his/her contract status shall not be terminated. The member's insurance coverage shall be continued at Board expense until such time as the disability retirement application is approved by STRS and monthly benefits and STRS hospitalization coverage commences.

In the event the member's application for disability is denied by STRS and the member has exhausted his/her accumulated sick days, the Board shall continue to provide insurance coverage to the member for forty-five (45) work days after the STRS Board has ruled that the member's application has been denied. During this forty-five (45) day period, the member has the right to appeal the STRS denial or to apply for illness leave.

The Board shall maintain insurance coverage for a member who has exhausted his/her sick days and has filed, in a timely fashion, an appeal with STRS. The Board shall provide insurance coverage under these circumstances until STRS rules on the member's appeal or for six (6) months, whichever is less.

A member who fails to appeal an STRS decision to deny his/her application for disability retirement or who fails to apply for illness leave within forty-five (45) work days shall be placed on unrequested leave and shall be responsible for the cost to the Board for maintaining his/her insurance coverage. Upon notice of denial of disability leave, a member must immediately notify the Executive Director – Human Resources to request placement on leave, or intention to return to work.

Eligibility Requirements

Members must meet the eligibility set by STRS for disability retirement.

Application

Members must follow the application procedures set by STRS for disability retirement.

Termination of Disability

Under current STRS procedures, disability retirement may be terminated following the member's written request to the STRS Board. Before such termination is effective, the member must be examined by a medical examiner representing the STRS Board which must then approve such termination.

Membership and service credit in the Retirement System are retained during disability retirement. A member who earns 2 (two) years of contributing service credit in STRS, PERS, or SERS following termination of disability retirement receives credit toward service retirement for the period on disability retirement.

Contract Status

A member who was under contract when granted disability retirement and who has not resigned is on leave of absence for his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by the Retirement Board within the 5-year period, the member is entitled to be restored to the same or to a similar position and salary not later than the next September 1.

3.14 Professional Personnel Records

According to State Department of Education requirements, certain personnel records shall be kept up-to-date and on file for reference at all times. These and other personnel records shall be filed in the Department of Human Resources.

These personnel records include:

a. Application of reemployment, including references.

b. Copy of the latest contract, properly signed.

c. Copy of latest salary notice.

d. Health certificate card.

e. Health History card.

f. Ohio teaching certificate.

g. Personnel record card.

h. Personal and professional data form.

i. Transcript of college credits showing the official record of the degree granted, original or certified copy.

j. Record of military service.

k. Record of tuberculosis or X-ray.

The Department of Human Resources shall provide copies of all written documents that the member has a right to review upon written request of said member. Such documents shall be furnished within ten (10) days. Current cost per copy shall be determined by the Treasurer.

Members shall have the opportunity to read any material which may be considered derogatory to the member's conduct, service, character, or personality, before it is dated and placed in his/her personnel file.

The member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the member. His/Her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/She shall also have the opportunity to reply to such derogatory material in a written statement to be attached to the filed copy.

Members shall be informed within five (5) days of any written complaint by a parent, student or supervisory person which is directed toward that member and may become a matter of record. Only signed written complaints can become a matter of record.

Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

Each member shall have the right, upon request, to review all contents of his/her own personnel file, with the exception of items a. and i. listed above. A representative of the Association may, at the member's request, accompany the member in such a review.

The President shall have the right to examine, at the member's written request, the complete files pertaining to the member.

3.15 Tuberculosis Test for Employees

All new employees of the Board are required to present documented evidence of having a negative tuberculosis test (Mantoux Test 5 TU PPD) within ninety (90) days before their first day of employment. If the member is a positive reactor, the member must have a chest X-ray and any other medical and laboratory examination deemed necessary by the member's physician or board of health of the City of Akron to determine the absence of tuberculosis in a communicable state within ninety (90) days before his/her first day of work.

This information must be submitted to the Department of Human Resources and will become a part of the member's health history records.

3.16 Building Financial Statements

Copies of the monthly appropriations status report shall be posted in the teacher's lounge(s) for at least three (3) school days within two (2) weeks following the beginning of each month.

Rules and regulations governing the transfer of funds from club accounts to the school general account shall be posted in the teacher's lounge(s) in each building for the inspection of the general staff. Such posting shall be within two (2) weeks following its submission to the Office of Business Affairs.

3.17 School Management

A. School Faculty Council

The School Faculty Council shall be formed in each school building. The principal and/or his/her designate(s) shall meet monthly during the school year with the School Faculty Council. The Council shall have as one of its members the AEA Building Representative.

The purpose of the Council shall be to provide a means of communication between the building staff and the building principal. The Council shall serve in an advisory capacity to the building principal.

The size of the Council and the departments, levels, and special groups to be represented on the Council shall be determined by the faculty at a September meeting.

The faculty shall elect the representatives to the Council by secret ballot during the month of September. After the first (1st) of October, the Council shall meet and elect its chairman by secret ballot. Neither the building principal nor the AEA building representative may serve as chairman. The term of the new council shall begin at the beginning of the school year.

The chairperson, in cooperation with the principal, shall schedule one (1) council meeting per month. The agenda for this meeting shall be prepared by the chairperson and submitted to the principal (who may add items) and council members at least twenty-four (24) hours before the meeting.

Other meetings of the Council may be called by the chairman, a majority of the members of the Council, or the principal.

The chairman shall designate a member of the Council to serve as secretary at each session. This person shall be responsible for providing a summary of the meeting to the building principal prior to the preparation of the minutes for general staff distribution.

The principal and Faculty Council shall consult on all matters involving building policy and procedures. Unresolved issues shall be referred in writing to the AEA Professional Problems Committee by the Council chairman within five (5) days, if the majority of the Council so instructs him/her. A copy shall be given each member of the Council.

The Faculty Council shall have the right to determine the expenditure of funds which are made available through food or beverage machines operated in the faculty lounge(s).

The Council shall designate the activities to be supervised, subject to faculty approval, and recommend to the principal those employees to be paid under the extra pay category of "activity supervisors."

B. Building Leadership Team

Effective with the 1991-1992 school year, a School Faculty Council may become a Building Leadership Team. The process for converting a School Faculty Council to a Building Leadership Team involves three steps:

1. The principal, the Faculty Council, or a majority of the certificated staff requests a presentation on the building leadership teams from the commission on site based management.

2. The certificated staff of the building shall have the opportunity to attend a commission presentation on building leadership teams.

3. The certified staff votes by secret ballot and by a two-thirds margin of all certificated staff assigned to the building approves converting the School Faculty Council to a Building Leadership Team.

A Building Leadership Team is characterized by the one-person-one-vote principle, with the building principal being a voting member of the Team with one vote. The Building Representative and the PTA President shall also be members of the Building Leadership Team. An additional parent representative may also be selected by the Building Leadership Team to serve as a team member. The Building Leadership Team is to participate in shared decision making, a concept in which teachers and the principal work together to make building level decisions. The partnership established by the Building Leadership Team must protect and guarantee the interests of the teachers and the administrator(s).

The Building Leadership Team shall collectively assume responsibility for building level decisions within the limits of law, state minimum standards, board policy, budget, and professional ethics. The Building Leadership Team's authority is limited to those decisions that would ordinarily be made at the building level. The Building Leadership Team may reserve to itself or designate to the principal specific types of decisions. Where a decision is not reserved or designated, the principal shall retain responsibility in that area.

The building principal shall be able to appeal any Building Leadership Team decision that he/she believes is a violation of the limits of the law, state minimum standards, board policy, budget, or professional ethics to a committee composed of the Superintendent or his/her designee and the President or his/her designee. If a mutually acceptable decision cannot be reached within thirty (30) days of the date of the appeal, the principal's appeal shall be forwarded to the Board for action within fifteen (15) work days or at the next regularly scheduled Board meeting, whichever is later. A record of such appeals and decisions shall be made and a copy of the record promptly provided to all parties.

If a Building Leadership Team desires to take action for the 1992-1993 school year and/or subsequent school years which requires an exception to the Agreement, to the policies of the Board, or to the administrative regulations of the Board, it shall arrange for the entire staff of the building to have the opportunity to provide informed reaction to the anticipated request before the Building Leadership Team votes to request the exception.

Exceptions to the Agreement shall be granted only by a majority vote of the full Joint Professional Problems Committee. The Joint Professional Problems Committee shall consider the request at the first regularly scheduled meeting following receipt of the request and must vote no later than the second regularly scheduled meeting following receipt of the request unless a delay in the vote is agreed to by the President and the Executive Director – Human Resources. The Superintendent and the President shall cooperate with the Building Leadership Team in implementing the exception.

The Joint Professional Problems Committee shall consider requests for an exception to Board policy and shall make a recommendation to the Superintendent. The Superintendent shall consult with the Board and respond to the requested exception within fifteen work days or following the next regularly scheduled Board meeting, whichever is later.

Immediately upon ratification of this agreement, the parties shall select members to serve on the site-based management commission as described in section 11.02 of this Agreement. This commission shall be available to advise Faculty Councils and the Joint Professional Problems Committee about the process of becoming and working as Building Leadership Teams.

For the duration of this Agreement reaffirmation of the Building Leadership Team and its membership shall be required annually in September by a simple majority vote of all the certified staff assigned to the building.

The President and the Superintendent shall cooperate in assisting Building Leadership Teams to fulfill the responsibilities involved in shared decision making. If, in the opinion of the Superintendent or the President, an intervention is warranted with respect to the operation of any Building Leadership Team, either may request that the Joint Professional Problems Committee conduct a

review. Subsequent to the review, the Joint Professional Problems Committee shall submit recommendations to the President, the Superintendent and the Board which may include, but are not limited to, intervention by the Site-based Management Commission or a rearranging of the organizational structure of the building. If the Joint Professional Problems Committee cannot agree to a set of recommendations, the Board shall determine what, if any action is to be taken.

C. Annual Review

Section 3.17B. Building Leadership Teams shall be reviewed at the end of each school year by the Joint Professional Problems Committee and revisions may be made by the mutual agreement of the President and the Executive Director-Human Resources.

3.18 Staff and Other Meetings

Meetings on the first work day of the school year shall be scheduled so that each member has the equivalent of one-half day to prepare his/her classroom for the opening day of school. Attendance at meetings other than those specified in this section shall be voluntary. Minutes of such meetings shall be provided each staff member. Although members are encouraged to attend school functions and school-related meetings, Open House and Parent–Teacher Conferences are the only evening meetings with required attendance.

A. Building Meetings

All members shall attend the scheduled Tuesday building staff meetings. Staff meetings may be held in the member's building before or after school as determined by a majority vote of the school faculty. Evening meetings shall begin within ten (10) to fifteen (15) minutes following school dismissal and shall not exceed one (1) hour in length nor extend beyond 5:00 p.m. Morning meetings shall not exceed one (1) hour and shall end not less than ten (10) minutes prior to the beginning of a teacher's homeroom responsibility. One (1) meeting may be held each month, without restriction on content except that "building concerns" will be the first item of business on the agenda. Members shall not be required to tabulate data during a staff meeting or complete assignments for subsequent meetings. A second meeting may be called in May to address building operations issues related to the closing of school. The agenda for all building staff meetings shall be distributed to the staff at least twenty-four (24) hours prior to the meeting.

The principal may schedule one (1) staff meeting per school year at another Akron Public Schools building. In case of emergency, the principal may, with the agreement of the AEA Building Representative, call additional building meetings without notice.

Staff meetings shall not be held on election days or on days designated as Open House or Conference Days.

The principal shall not require a member to attend a "make-up" staff meeting when a member is unable to attend the regularly scheduled meeting, nor shall the member be required to view a video tape of a missed staff meeting.

B. Open House and Conferences

All members shall attend the annual Open House each school year which may be scheduled in the evening.

All members shall attend the scheduled fall and spring Parent-Teacher Conference Days. Conference days shall be scheduled on Thursday evening (5:30-8:30 p.m.) and Friday (9:00 a.m.-12:00).

For the purpose of scheduling parent-teacher conferences on Parent-Teacher Conference Day, members shall not be required to make telephone contact with parents.

In lieu of attending the Parent-Teacher Conference Day each semester, a member may elect to make eight (8) visits to eight (8) different homes to be completed within the semester and prior the scheduled Parent-Teacher Conference Day. Documentation of each home visit must be provided to the principal.

By a majority vote of members assigned to the building, a faculty may elect during the month of September to schedule report card pickup days [twelve (12) hours annually] in place of the Parent-Teacher Conference Day/Home Visit option. In the event a faculty votes for the report card pickup option, members will not have the option to make home visits or conduct parent teacher conferences.

Report card pickup days shall begin five (5) minutes after school dismissal.

Intervention Specialists, Speech/Hearing Therapists and Psychologists who have completed the IEP's due by the date of the conference day for all students assigned to them shall be excused from attending Parent-Teacher Conferences/Home Visits or Report Card Pickup Conferences.

C. Inservice

At least once every two years, one building meeting, identified in paragraph A above, shall be devoted exclusively for inservice on the Code of Student Behavior. An inservice schedule shall be jointly developed by the Executive Director of Student Services and the Association President.

Two (2) half days annually, with full pay within the school day, shall be scheduled within the school calendar for the purposes of inservice education. Effective with the 1997-1998 school year, the Board shall schedule four (4) late start/early release sessions. Such programs shall be planned by the Division of Curriculum and Instruction in consultation with the professional staff. The dates

for inservice sessions shall be determined by the school calendar committee and shall be included on the school calendar.

A member may develop a personal growth proposal in lieu of attending the scheduled late start/early dismissal inservice sessions. The proposal may include visits to other school systems or attendance at professional conferences. Said proposals shall be submitted to the Joint Professional Problems Committee for approval, and shall not exceed two (2) annually.

The Superintendent shall establish an inservice steering committee composed of four administrators named by the Superintendent and four members named by the President. The function of the committee shall be to develop and monitor the system's staff development program. The system's staff development program shall have as its goal the improvement of student outcomes and test scores.

The Board reserves the right to request designated teachers to participate in inservice activities for five (5) days outside the normal member work year. Effective October 5, 2010, members who attend an in-service activity will be compensated at the rate of Fourteen Dollars ($14.00) per hour (Job Code 605, workshop stipend). Workshop presenters shall be compensated at the extended time rate (Job Code 604, extended time professional certificated). Teachers within designated areas of assignment selected to participate in the additional week of inservice activities will be advised by the close of the school year. Participation in the program is voluntary. The inservice seminar will be scheduled within a ten-day period prior to the report date.

Members choosing to attend optional board sponsored inservice days, provided within the school calendar, shall be compensated for their attendance at the established daily substitute rate. Inservice programs scheduled in the two (2) mandatory half day inservice days shall occur within Summit County. Attendance at such inservice activities scheduled outside the county shall be voluntary. The Board shall reimburse all members attending such inservice activities outside the city at the established mileage rate.

Preparing and presenting inservice programs or other presentations within the established school calendar, or in addition to it, are not part of a member's work load. Such assignments shall be voluntary. Members selected as presenters for inservice activities shall be reimbursed for their services at the extended time employment rate (JC 604).

Members will attend professional staff development training or inservice during the workday when scheduled by the Assistant Superintendent for Curriculum and Instruction. Said meetings may be scheduled on a waiver day (a day when students are not in attendance) or on a normal workday. When scheduled on a normal workday, the Board shall provide substitute coverage for teachers who attend the meeting.

In addition to the above, the Board shall schedule not less than 12 hours of professional staff development training or inservice each semester. Said training shall be scheduled after the school day in blocks one to two hours in length and shall start not later than 3:30 p.m. and conclude not later than 5:30 p.m. Training sessions shall be published during the semester immediately prior to the semester in which the training will be offered.

Member attendance at the training described in the paragraph above shall be voluntary and shall be unpaid, except that members who attend six clock hours of training during the first semester shall be excused from the inservice/records day at the end of the first semester, and members who attend at least six clock hours of training during the second semester shall be excused from the last work day of the school year.

D. Departmental, Grade Level, or Special Subject Meetings

In months when members are required to attend a departmental, grade level, or special subject meeting, members shall not be required to attend the monthly building staff meeting.

Special subject teachers (art, music, health and physical education, library science, foreign language, home economics, business education, special education, vocational education, industrial arts/technology education) shall attend two (2) special subject citywide meetings annually. These meetings shall not extend beyond 5:00 p.m.

All other members shall attend two (2) building departmental or grade level meetings annually which shall be scheduled in their buildings. These meetings shall begin within ten (10) to fifteen (15) minutes following school dismissal and shall not exceed one (1) hour in length.

E. Records Day

A records day for members shall be scheduled for one-half (1/2) of the final day of the fall semester; that portion of the day to be set aside for this purpose shall be designated by the Superintendent.

3.19 Dialogue Day

Dialogue Day shall be scheduled on Saturdays for three (3) or more hours. Attendance shall be voluntary. Members participating shall be paid at the established hourly inservice rate, and shall be granted continuing education units (CEU's).

3.20 Curriculum Review Committee

Requests for a curriculum study on programs already in place shall be submitted to the AEA Curriculum Committee. The committee shall collect and evaluate data from the teachers requesting the change and/or study. The committee shall then determine whether to submit the proposed change or study request to the Assistant Superintendent for Curriculum and Instruction, for formal consideration.

In the event a request to study or change programs already in place is approved by the AEA Curriculum Committee, the chairman shall notify the Assistant Superintendent for Curriculum and Instruction of such approval. No more than two (2) studies shall be submitted to the Assistant Superintendent for Curriculum and Instruction during any one (1) school year. The Assistant Superintendent for Curriculum and Instruction shall form a committee, which one of them shall chair, and one-half (1/2) of which shall be the AEA Curriculum Committee.

The Joint Committee shall meet to discuss the proposed change. A curriculum change shall be recommended to the Superintendent by a majority vote of the Joint Committee.

In the event a curriculum modification is approved by the Joint Committee, the Committee's report shall be submitted to the Superintendent for disposition. The report shall specify the instructional materials and support personnel required to effect the recommended modifications.

All curriculum modifications approved by the Board shall become effective at the beginning of the next semester, if possible. Under no circumstances may an approved change become effective later than the beginning of the next school year.

In the event the Joint Committee rejects a proposed curriculum modification, the Committee shall provide members requesting the change with a report which shall specify the reasons for the rejection of the purposed change.

The Board shall notify the Association of any changes it intends to make in the curriculum, including changes in courses of study. A volunteer committee shall be established to study the intended change.

A list of members, volunteering to serve on this curriculum committee, shall be provided to the Association. The Association may appoint up to three members to serve on the curriculum committee who may or may not be among the members volunteering to serve on the committee. The committee shall determine staff training, materials and other items necessary to accomplish the change under consideration.

The Association shall be notified of the committee's recommendations and shall have an opportunity to review the recommendations before they are implemented.

3.21 Textbooks

The Board through the Superintendent shall, whenever possible, provide each student with individual copies of all textbooks which, in the judgment of the members, the student will need in courses to which they are assigned.

The Association shall be informed of the creation of textbook adoption committees and be provided with a list of members volunteering to serve on the committees. The Association may appoint up to three (3) members to the committee who may or may not be among the list of volunteers.

The recommendations of the textbook adoption committee shall be provided to the Association for its review prior to implementation.

Questions about the desirability of individual texts shall be submitted to an advisory committee of six (6) teachers, appointed by the Superintendent, and the President, each to appoint three (3). The Superintendent shall designate the chairman of the committee.

3.22 Special Education

The district will follow provisions outlined in the Federal Statute, the Individuals with Disabilities Education Act (IDEA), and the Ohio Model Policies for Children with Disabilities. Any changes in IDEA or the Policies and Procedures will void conflicting language in this Agreement.

A. Discipline

Based on Federal Statute (IDEA), special education students may be suspended up to ten (10) days per year in the same manner as nondisabled students for violations of the Code of Student Behavior. A special education student may be suspended for more than ten (10) days if one of the following provisions is met:

(1) it is determined by the building principal on form APS-03a that the removal does not constitute a pattern of removal, or

(2) it is determined that the removal is a pattern of removal, but there is a finding pursuant to a manifestation determination hearing that the student's conduct is not a manifestation of his/her disability. A manifestation determination is a hearing held by a district representative, parent and relevant IEP team members to determine if (1) the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability, or (2) the conduct in question was the direct result of the school's failure to implement the IEP.

A pattern of removal is found if the removals cumulate to more than ten school days in a school year, because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals and additional factors such as the length of each removal, the amount of time the child has been removed and the proximity of the removals to one another.

For days of suspension beyond ten (10), special education students are entitled to continue to receive educational services under one of the options listed in Board publication APS-03b.

When a student's violation of the Code of Student Behavior involves drugs, weapons or serious bodily harm upon another person, while at school, on school premises, or at a school function, the student may be removed to an Interim Alternative Education setting for up to 45 days.

Procedures for suspending students with disabilities appear in the Office of Special Education Handbook.

B. Building Special Education Service Delivery Plans

There are various options for delivering appropriate special education services to students with disabilities. On an annual basis, buildings must select, develop or modify a service delivery plan indicating how they will use their special education staff to deliver services to students with disabilities. General education staff, special education staff, and principals will develop the plan.

C. Determining Least Restrictive Environment (Placement)

The placement of a student in regular or special education class(es) and the services provided to the student are determined by the student's Individualized Education Program (IEP). The IEP is developed by a team composed of: (a) the parents, (b) at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment), (c) at least one intervention specialist or speech therapist, (d) a district representative (e.g., principal or special education coordinator) and (e) whenever appropriate, the child with the disability.

The IEP team should work toward consensus in developing the IEP. No individual member has a right to mandate or reject any aspect of the IEP. The District Representative (e.g., principal or special education coordinator) has the ultimate responsibility to ensure the IEP includes the services that the child needs in order to receive a free appropriate public education (FAPE). Any member who may be involved in the instruction of a special education student should be given the opportunity to serve on the IEP team or provide input into the development of the IEP.

The federal statute on special education, IDEA, states [20USC 1412 (a)(5)(A)]: "To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." The IEP team must carefully document in the service column of the IEP, if needed, the supplementary aids, accommodations, grading modifications, and specialized services for students spending all or a portion of their day in the regular education environment. The Board must ensure that all services set forth in the child's IEP are provided, consistent with the child's needs as identified in the IEP.

If after a reasonable amount of time and effort to implement the IEP, any member of the IEP team believes that a change is needed in the student's individualized program, a team member may request an IEP meeting. The team member should present data (e.g., work samples, grades, behavior charts) to demonstrate the need for a revision in the IEP. As with the initial review IEP, the IEP team should work toward consensus on any modifications requested.

D. Inclusion

Notwithstanding the above, students with disabilities included in elementary classes shall be within the class enrollment limits upon which staffing decisions are made.

At the middle and high school level, scheduling (roster) of students with disabilities in any core academic class, core elective, art, general music, health or foreign language class shall not exceed the fractional level prescribed in the Board documents "Scheduling Requirements for Special Education – Middle School" and "Scheduling Requirements for Special Education – High School," under the heading "Inclusion Support," both dated February 1, 2007, or the maximum number of students permitted by law in attendance in a class in the respective area of disability, whichever is lesser. These levels shall remain a part of this Agreement unless changed through negotiation or federal law and shall not be affected by changes in the Board documents referenced above or the creation of new Board policies.

Scheduling (roster) of students with disabilities in choir, band, orchestra, and physical education classes shall not exceed the fractional level prescribed in the Board documents "Scheduling Requirements for Special Education – Middle School" and "Scheduling Requirements for Special Education – High School," under the heading "Inclusion Support," both dated February 1, 2007, or the maximum number of students permitted by law in attendance in a class in the respective area of disability, whichever is lesser. These levels shall remain a part of this Agreement unless changed through negotiation or federal law and shall not

be affected by changes in the Board documents referenced above or the creation of new Board policies.

Whenever practicable, scheduling (roster) of students with disabilities in career education classes shall not exceed the fractional level prescribed in the Board documents "Scheduling Requirements for Special Education – Middle School" and "Scheduling Requirements for Special Education – High School," under the heading "Inclusion Support," both dated February 1, 2007 or the maximum number of students permitted by law in attendance in a class in the respective area of disability, whichever is lesser. These levels shall remain a part of this Agreement unless changed through negotiation or federal law and shall not be affected by changes in the Board documents referenced above or the creation of new Board policies.

Notwithstanding the above commitments by the parties to comply with the scheduling requirements referenced above, it is the intent of the parties that students with disabilities shall not be denied enrollment in any classes. In order to meet this intent, the Executive Director, Secondary or Elementary Schools, the Director of Special Education and the building principal shall review the class rosters of teachers to resolve any imbalances in the class loads above. If the issue is not resolved at the building level, a meeting shall be held with the AEA President, the Executive Director of Secondary or Elementary Schools, the Director of Special Education and the Executive Director, Human Resources to resolve the imbalance. At this meeting, the imbalance shall be resolved.

3.23 Pupil Adjustment

The Board has adopted pupil adjustment policies and procedures that provide for:

1. The identification of infractions resulting in expulsion from school.

2. The establishment of a psychological referral/support center to provide assessment, diagnosis, and prescription for improving the deportment of students.

   Those offenses which are listed on the code of student behavior as requiring mandatory suspension will cause a student to be suspended out of school for one to ten days or possibly expelled.

No teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and/or deliberate insubordination. Corporal punishment shall not be administered to elementary or secondary students of the Akron Public Schools.

If, in spite of the teacher's best efforts at correction, which should include a teacher-parent conference, a pupil continues to misbehave, the teacher should refer the case to the principal for further action.

If a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the educational process taking place either in the classroom or elsewhere in the school premises, the teacher may remove the pupil from the classroom or activity and must state the reason(s) in writing to the principal as soon as practicable. A conference may take place between the member and the principal before the student is readmitted to class. In extreme cases, where the matter cannot be resolved within 24 hours from the time of the student's removal from class and/or activity by the teacher, then the student's procedural due process rights under the law shall apply. The principal may reinstate a pupil removed from class by a teacher by informing the teacher, in writing, the reasons for reinstating the student prior to a hearing.

An official School Office Cumulative Folder shall be maintained on each student in the school office files and shall be maintained in each school for the use of those members who have a legitimate educational interest.

A member shall be notified of the impending enrollment of a pupil transferred for adjustment reasons. Within a reasonable length of time before the arrival of said transferred student, the AT-19 form stating the reasons for the transfer shall be forwarded to the receiving school and its contents made available to his/her teacher prior to the time he/she reports to class.

Where a student has had a pupil adjustment transfer and is returned to the Office of Student Services on another disciplinary matter after good faith efforts in the second placement to cause satisfactory adjustment, an expulsion hearing shall be held. Subsequent placement shall only be made after review by a committee. The Superintendent shall designate the chairman of the review committee conducting the meeting and no more than two members of the committee. The President shall designate no more than two (2) members of the committee. In addition to the chairman and the four committee members to be designated, where appropriate, the psychologist conducting a child study and a representative from the Summit County Juvenile Court shall be members of the committee. The authority of the Superintendent to assign students is not diminished by the existence of the review committee; however, the Superintendent shall weight the concerns expressed by the committee in making his/her decision.

A pupil suspected of emotional or social disabilities may be referred by the member to Child Study for further study as provided by Board policy and the student's due process rights under the law. If the student is found to be eligible for special education services, the IEP team will determine the student's appropriate placement. If the student is found not to be eligible for special education services, the pupil shall be returned to a regular classroom.

A. School Discipline Review Committee

Within thirty days of ratification of this Agreement, and during each September thereafter, each School Faculty Council or Building Leadership Team shall mutually select with the principal a standing discipline review committee which shall include the School Faculty Council or Building Leadership Team (or a subcommittee thereof), representation from the community, other staff members, and, in high schools, the student body. The committee shall review the building's discipline program and with the principals mutually formulate a policy of penalties for the following items:

1. tardiness to school

2. tardiness to class

3. truancy/flicking

4. refusing a member's assigned discipline or punishment

5. violation of the school's rules

The committee shall designate those penalties which are to be initially administered by the individual classroom teacher as well as those which are subsequently applied by the building administration. The policy shall also specify the occurrence at which each penalty will apply. Applying the building level penalties is the responsibility of the building administration with the support and cooperation of the staff. Building level penalties may include, but are not limited to, school supervised detention, suspension, etc. These penalties may vary from building to building. The principal has the discretionary authority to go beyond the minimum punishment based on the incident. Each building's policy of penalties shall be filed with the Superintendent annually, and the committee shall meet regularly to review the effectiveness of the policy. The committee shall also file a report of its findings not later than the last day of each school year. The report shall include the policy of penalties for the following school year.

B. Pre-set Classroom Rules

A teacher may establish pre-set classroom rules annually.

Pre-set classroom rules are those which a teacher creates, submits to the building principal for approval, provides to every student and his/her parent/guardian, and posts in the classroom. These rules are set to accommodate the individual style of instruction taking place in his/her classroom. Examples are: follow directions, bring supplies, talk only with permission, no gum chewing etc.

The building principal and the teacher must mutually agree on the set of classroom rules plan. Both parties shall adhere to the provisions set forth in the plan, once it is agreed upon, including any penalties mandated by the plan to be implemented by the office. Rule violations shall be documented. Documentation shall be in the form of a contemporaneous record of the rule violation and the penalty imposed or action taken.

C. AEA Participation in Selected Expulsion Hearings

AEA shall provide annually to the Superintendent a list of four (4) members who shall serve, on a rotation basis, as observers in expulsion hearings for weapons violations by students in grades K-3.

Prior to a determination to expel or not to expel a student in grades K-3 for a weapons violation of the code of student behavior, the hearing officer shall consult with the AEA observer and shall consider the observer's input in his deliberations.

No grievance shall be processed by the AEA under circumstances where the observer concurs with the decision of the hearing officer.

3.24 Assault

Any case of assault, verbal or physical, suffered by members shall be reported immediately in writing to the principal. Physical assault is purposely causing or attempting to cause physical contact with a staff member with the intent or potential to harm the staff member, or interfere with the staff member's performance of duties. Verbal assault is any threatening or abusive language directed at a member. Abusive language includes harsh, coarse, or insulting words, which are injurious, improper, hurtful, offensive, or reproachful. They may include the degrading of a person based on race, color, national origin, sex, religion, age or handicap. Threatening language includes an express declaration or the implication of an intention or determination to inflict injury upon a person, upon a member of that person's family, or property.

The principal shall obtain a list of the witnesses to the assault and a written statement of what each witness observed or heard. These statements shall be signed, dated and filed, with true copies given to the AEA Building Representative, and copies sent to Student Services and the Department of Human Resources.

The principal shall conduct a hearing that in effect assures the accused student his procedural due process rights. In the event that an assault has occurred, the pupil shall be removed immediately from the class and the school and referred to the Director of Student Services for reassignment to another building or expelled. In the case of a physical assault, a recommendation shall be made to the Superintendent for expulsion. In all cases of physical assault, the principal shall notify the Akron Police Department to enable the member to file a police report. Members will cooperate with all appropriate governmental agencies in the prosecution of the assailant(s). In no case shall a member

be required to readmit a student to class following an assault. These procedures may, but do not necessarily, apply to the Severe Behavior handicapped pupil.

Before upholding an appeal in any case of physical or verbal assault, Student Services shall contact the member and the building principal to discuss the referral. The member and/or the principal may offer additional evidence in support of the referral, and said evidence shall be considered prior to a decision to uphold the appeal.

The principal shall report each such case of employment-related assault on a member to the Director of Student Services; the Director shall inform the President and the Superintendent of the assault.

3.25 Threat of Assault

Any member who is threatened with bodily harm by any person(s) on school property shall notify the principal in writing of this threat. The principal shall acknowledge receipt of such report and shall report this information to the Director of Student Services and the President.

Members shall also inform the building principal of any parent or visitor who threatens or directs foul and/or abusive language at the member. Should a subsequent review indicate that the allegations are correct, the building principal shall notify the parent or visitor, in writing, of the complaint and shall direct the parent or visitor that future visits to the school must take place in the school office with the principal in attendance.

3.26 Visitors

Classroom visitation shall be limited to parents, guardians, professionals or other individuals with a legitimate educational interest as approved by the principal and member, provided that twenty-four (24) hours advance notice has been given to the member. Visitations shall be no more than one hour in duration, one time per week, unless otherwise approved by the principal and member. Visitations may be permitted without twenty-four (24) hour notice provided that the time is mutually agreeable to the member and the principal.

Building principals and employees shall be responsible for enforcing the Board's "visitor policy" as stated in Board policy and as provided in O.R.C. 2911.21.

Students or visitors personal use of tape, video, and other electronic recorders in the classroom is prohibited unless approved, in advance, by the principal and the member, for legitimate educational purposes or otherwise required pursuant to an individualized education plan (IEP) or an individual accommodations plan (IAP).

3.27 Facilities

The buildings shall be kept in a safe, healthful condition with hallways, restrooms, faculty lounges, classrooms and lunchrooms kept clean.

The Superintendent shall provide a telephone for the exclusive use of the members in buildings where the October 1 enrollment exceeds 500. The location of the telephone shall be determined by the School Faculty Council or Building Leadership Team. No long distance telephone calls are to be charged to designated faculty phones. Charging long distance calls to said phones may be cause for reprimand.

As soon as possible, the Superintendent shall make available in each building:

A. The Superintendent shall provide a minimum of two (2) telephone lines to every elementary school, with an extension from one (1) of these lines for use by the school faculty. The location of the telephone, with the extension line, shall be determined by the School Faculty Council or Building Leadership Team. No long distance telephone calls are to be charged to the designated faculty telephone. Charging long distance calls to said phones may be cause for reprimand.

B. A Faculty Lounge – Not less than one (1) room, appropriately furnished and vented, shall be reserved for use exclusively as a faculty lounge.

C. Equipment – Each member shall be provided with a desk and chair for his/her exclusive use.

D. Storage Facilities – Adequate storage facilities in which teachers may safely store instructional supplies shall be provided in each classroom in each building.

E. Workroom – Each school shall have a workroom reserved for the use of members and containing equipment and supplies necessary for the preparation of instructional materials.

F. Supplies – Adequate teaching materials and supplies for the preparation of instructional materials, including Kindergarten and special education materials and supplies, shall be available at all times beginning with the first (1^{st}) week of school.

G. Lunch Areas – A reserved or separate lunch area shall be provided for members.

H. Parking Facilities – Each school shall have adequate parking facilities accessible to the school for the use of the entire staff, during the work hours of the staff. The Superintendent shall make every reasonable effort to keep parking lots free of snow, ice, debris, etc.

I. Rest Rooms – Separate, clean, well-lighted faculty rest rooms shall be provided for men and for women in each building.

J. Whenever possible, classrooms used as student lunchrooms shall be cleaned by the custodial staff following the lunch period.

When all the aforementioned facilities cannot be immediately provided for a building, the administrative staff shall develop and present to the AEA and the Board a reasonable timetable for compliance with this section.

3.28 Staff Participation in School Design

Prior to the design of a school building, or a school building addition, or major remodeling involving instructional facilities, the architect – or his/her designate – shall meet with the members of the affected school or with a committee of members selected by the Superintendent or his/her representative, who shall be representative of grade levels or disciplines to be housed in the building, to discuss educational specifications for the structure. The same group or committee shall review the preliminary drawings prior to the preparation of working drawings. Should the architect determine not to incorporate recommendations of the members' committee, a written explanation shall be provided to the committee, the President, the Superintendent and the Board.

For construction projects covered by the Master Plan with the Ohio School Facilities Commission (OSFC), members in a particular building will be given an opportunity to participate in the public community meetings held for that building for the purposes of discussing the design of the new community learning centers.

3.29 Grievance and Complaints

An aggrieved person is a member or members having a grievance.

A "grievance" is a claim by a member based upon an event which is an alleged misinterpretation or misapplication of any of the provisions of this Agreement.

The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures. The time limits may only be extended by written mutual agreement of both parties.

The aggrieved person or persons may be represented at all stages of the grievance procedure by any person of his/her own choosing.

The AEA shall have the right to have its representative present at all stages of the specified grievance procedure.

If the grievance procedure is not initiated within fifteen (15) work days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived. An event or condition based on the number of teacher preparations, or on the number of pupils per teacher, or on physical conditions in the building shall be deemed a continuing condition, and a grievance based on such a continuing condition may be initiated without regard to the aforementioned time limitation.

Grievants and respondents shall utilize the grievance forms mutually agreed upon by the parties.

Grievances shall be resolved as follows:

Level One

The aggrieved person shall file a grievance in writing with his/her building principal with copies to the President and the Executive Director – Human Resources. The principal shall within five (5) work days after receiving the grievance submit a written answer to the grievance to the Executive Director – Human Resources, with copies to the President and the aggrieved person. Upon review by the AEA Grievance Committee, the grievance, within ten (10) days after receipt of the principal's reply, will be either:

1) Signed-off by the President or designee as resolved, or

2) Filed at Level II with the Executive Director – Human Resources

Level Two

Upon referral of a grievance to the Executive Director – Human Resources at Level Two, and by mutual agreement, a conference between the President and/or his/her designee and the Executive Director – Human Resources and/or his/her designee may be held to seek a solution to the grievance. The conference shall be held within ten (10) work days of the submission of the grievance at Level Two.

When a conference is held, the Executive Director – Human Resources shall, within five (5) work days after the conference, review the grievance and give a written response to the aggrieved person, the President and the chairperson of the AEA Grievance Committee.

When a conference is not mutually agreed on, the Executive Director – Human Resources shall within ten (10) work days after receipt of the referral of the grievance by the President, review the grievance and give a written response to the aggrieved person, the President and the chairperson of the AEA Grievance Committee.

Should the Grievance Committee decline to refer the grievance further, it shall, within ten (10) work days, notify the aggrieved person, and the Executive Director – Human Resources, in writing, of such decision. In such event, the aggrieved person may forward the grievance, in writing, to the Executive Director – Human Resources independently.

However, if the written grievance is not referred by the aggrieved person to the Executive Director – Human Resources within fifteen (15) work days after the Grievance Committee has declined, in writing, to refer such a grievance, the grievance shall be considered waived.

If a grievance affects a group or class of members, AEA may submit such grievance in writing, signed by two or more aggrieved members from two or more buildings, directly to the Executive Director – Human Resources, when such grievance is not directed at an individual building principal or is not within the authority of that principal to resolve. Such grievance shall be processed, commencing at Level Two.

Level Three

The President may, within fifteen (15) work days after the answer of the Executive Director – Human Resources, notify the Executive Director – Human Resources of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue(s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

A. Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 though June 30.

2. A mediator, from the panel, shall be selected on a rotating basis depending upon availability, to hear grievances.

3. The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.

4. The mediator, at the conclusion of the mediation meeting, shall issue an oral opinion on the resolution of the grievance which, if acceptable, may be memorialized by the parties.

5. If the grievance remains unresolved following mediation, the Board, the President or designee, will notify the other party with five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.

6. The comments and opinions of the mediator, and any settlement offers put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.

7. Costs for the mediation shall be shared equally by the AEA and the Board.

B. The arbitration procedures shall be as follows:

The President and the Executive Director – Human Resources shall establish a panel of seven (7) arbitrators to hear and decide cases for one (1) year period on a rotating basis.

After any arbitrator on the panel has rendered an award, either party, within ten (10) work days, may remove such arbitrator from the panel. In addition, if either party requests by August 1 of any school year, one or more arbitrators shall be removed from the panel. In either event, the parties shall attempt to agree on additional arbitrator(s) to complete the panel within ten (10) work days of the removal of an arbitrator from the panel. The parties shall request a list or lists, as the case may be, of arbitrators from the American Arbitration Association or, at the option of the parties, the Federal Mediation and Conciliation Service. The parties shall then alternately strike names from the list(s) until the number of arbitrators remaining equals the number needed to complete the panel of seven (7) arbitrators.

Within ten (10) work days of the notification to the Executive Director – Human Resources, the President and the Executive Director – Human Resources shall select the arbitrator. The arbitrator selected to consider a particular grievance shall be that arbitrator next in order of rotation who can schedule the hearing with the parties within twenty (20) work days and render a decision within fifteen (15) work days of the closing of the hearing or the filing of briefs, if they are desired, whichever is later.

The arbitrator shall schedule a hearing within twenty (20) work days, and at a time mutually agreeable to both parties. The parties agree to cooperate to obtain expedited procedures. If briefs are to be filed, they must be filed within fifteen (15) work days of the hearing. When a transcript has been requested by either party, the brief must be filed within fifteen (15) work days of receipt of the transcript or thirty (30) work days of the hearing, whichever is earlier.

The arbitrator shall report recommendations for settlement of the grievance to the President, the Executive Director – Human Resources, and the President of the Board within fifteen (15) work days of the completion of the hearing. The Board shall accept or reject the arbitrator's recommendation by official action within fifteen (15) work days of the date of the arbitrator's report of award.

Costs incurred for the arbitration shall be shared equally by the AEA and the Board.

3.30 Pilot Programs

Pilot Programs initiated on behalf of the Board shall not be implemented unless the consent of the majority of the teachers to be involved therein is obtained. Where a Pilot Program requires conferences or meetings beyond the contractual school day, members shall be paid at the summer school hourly rate.

3.31 CPR Certification

The Superintendent shall make every effort to schedule CPR clinics for coaches on the half-day inservice day prior to the first student day.

In the event the Superintendent is unable to schedule clinics in this manner, coaches shall be compensated at an amount pro-rated on their daily rate of pay, for time spent in attendance at CPR clinics held at a time other than during the half-day inservice day, unless the clinics are scheduled within the work day.

The superintendent shall also schedule mandatory refresher clinics in a similar manner, and shall compensate coaches in a like manner if refresher clinics are held at a time other than during the half-day inservice day, unless the clinics are scheduled within the work day.

3.32 Job Sharing

Members with at least three (3) consecutive school years of full time classroom teaching, who are seeking to form a possible Job Sharing team for the following school year, must notify the Executive Director – Human Resources prior to March 1. A listing of interested teachers will be posted in all buildings by March 10. The posting will contain the member names, certification and current or most recent teaching assignment. The formation of Job Sharing teams is the responsibility of the interested parties.

Members who have formed Job Sharing teams must notify the Executive Director – Human Resources by April 1 of their desire to be employed on a half-time basis for the following school year. These Job Sharing teams shall be ranked on the basis of the team members' combined system-wide seniority, and – in cases of ties – earliest hire date; those teams with the greatest seniority and/or earliest hire date shall be assigned Job Sharing positions to a maximum of twenty-five (25) teams per year and a maximum of twenty (20) percent of the full time classroom teaching positions in an individual building. All members making application for Job Sharing positions shall receive notification of acceptance or rejection no later than May 1.

Job Sharing teams are formed for one academic year. Members who wish to continue in the Job Sharing program for a subsequent school year must reapply. Job sharing teams which reapply shall be given priority over newly formed teams for each consecutive year they wish to participate for four additional years beyond their first year. A member may not participate in the Job Sharing program for more than ten (10) school years unless the full complement of twenty-five (25) teams has not been filled. Only the school years subsequent to 1995-1996 shall be counted toward the ten (10) year limit on an individual's participation in Job Sharing.

The Job Sharing team will assume the present teaching assignment of one of the team members. At the conclusion of Job Sharing, the member who vacated his/her position to assume part-time status will be reassigned under the Member Initiated Request for Transfer provision of this Agreement. The member who retained his/her assignment during Job Sharing will assume full-time status in the same position that was occupied by the team.

Effective with the 2011-2012 school year, job share teams shall be organized as daily half-day assignments only.

The practice of working on a full-time basis for half of the school year and not working the other half is not permitted.

Members assigned to part-time positions under this section shall be compensated at one half (1/2) the level which the member would receive under a full-time contract. If a member elects to take fringe benefits, costs for hospitalization, term life insurance, dental and vision coverage shall be shared equally by the member and the Board.

Job sharers shall accumulate sick days at the rate of 7.5 days annually. Upon use of sick days, job sharers shall have one-half day deducted from their accumulated sick day total per day of use, and shall be paid at their half-time rate per day of use.

For severance pay computation purposes, a member who retires from a job sharing position shall have his or her severance benefit computed on the basis of the member's daily rate of pay had said member been employed under a full-time contract.

Any member of a Job Sharing team may withdraw his/her consent to be a team member for the subsequent school year by submitting a written request for withdrawal prior to 5:00 P.M. on the Monday before the second Board meeting in April of each year. The request to be removed from a Job Sharing team must be received in the Department of Human Resources by this specified date and time.

If no withdrawal request is filed prior to this time, the Job Sharing team members will be committed to their half-time Job Sharing contracts for the following school year, and the team may be dissolved only with the mutual consent of both team members and the Executive Director – Human Resources.

All teachers who are members of a job share team shall work together to coordinate the curriculum instruction, classroom rules, approach to discipline, homework policies, and all other educational matters so that the students will experience a consistent, effective educational experience.

3.33 Professional Learning Communities

By October 1, 2010, the parties agree to establish a ten (10) member joint Professional Learning Community (PLC) steering committee consisting of equal numbers to be chosen by each side.

The steering committee will establish a four (4) year plan to implement PLCs across all schools in the District. Schools shall select a model for incorporating PLC time into their schedules from a list approved by the PLC steering committee. The models will include paid and unpaid options: one (1) model may include the use of one of four (4) weekly planning periods on LRC time in elementary schools and one of five (5) such periods in secondary schools. Schools may also request approval by the steering committee of their own option for scheduling PLCs. The model selected shall be determined by a majority vote of the faculty.

PLCs shall meet not more than twice monthly (September through May). Additional PLC meetings shall be voluntary.

3.34 Resident Educator/Mentor Program

For the purposes of the Mentor Program, an Resident Educator shall be defined as any first year contract teacher working under the first license as issued by ODE which defines them as eligible to be a Resident Educator and also meeting any other requirements per ODE.

Resident Educators must participate in the Mentor Program including eight (8) hours of Resident Educator professional development to occur after work hours. Resident Educators shall be assigned a Mentor from the District's Mentor Pool.

Prospective Mentors must have at least three (3) years of teaching experience, and can be nominated by an administrator, another teacher, or they may nominate themselves by filing the appropriate application with the Mentor Program Coordinator(s). Once accepted by the District Mentor Selection Committee, the Mentor must become certified per ODE guidelines. After being certified, the Mentor will be approved yearly if they have met the requirements as established by the District and ODE.

The Mentor Coordinator(s) in conjunction with the District Mentor Selection Committee shall select and assign Mentors based on established criteria, which may include subject area, accessibility, and professional compatibility. The District Mentor Selection Committee shall be comprised of an equal number of administrators appointed by the superintendent and teachers appointed by the Association president.

Mentor Teachers shall not participate in the evaluation of the Resident Educator. All interactions between the Mentor Teachers and the Resident Educators shall be confidential except as otherwise directed by law. Violation of confidentiality will be grounds for dismissal from the Mentor Program.

Once the new Resident Educator Mentor Program rules have been issued, this section shall be updated by the parties to ensure compliance with the revised program.

A. Resident Educator Mentor Program

1. Each newly hired teacher who is in the first year of experience under his/her teaching license and meets the ODE definition of Resident Educator shall be considered a Mentee. The District Mentor Coordinator(s) will assign a Mentor to the Resident Educator. If at all possible, the assignment of the Mentor will be one who is in the same building as the Resident Educator or in the same subject area. If the Mentor is not from the same building, the Resident Educator may also select or be assigned by the principal a building mentor for the purpose of assisting a Resident Educator in matters of building procedures.

2. The employer shall establish a fund of $30,000 at the beginning of each school year for use in connection with the Resident Educator Mentor Program. This money will be made available for paying substitute teacher costs for the release of mentor teachers and/or their respective mentees, as well as for payment of normal workshop and/or seminar expenses and material costs. This money shall also be available for payment of meeting expenses, including light refreshments for meetings by and among various groups of mentors/mentees.

3. Requests for release time covered by substitutes and other expenditures out of the Resident Educator Mentor Program fund shall be made in advance by the mentor, mentee, or both, as they deem necessary throughout the school year. Such requests shall be transmitted and processed in the same fashion as requests for other types of release time and requests for expenditures of educational excellence monies. All reasonable requests for release time covered by AEA Contract substitutes and/or other expenditures are to be granted until such time as the $30,000 maximum is reached.

4. In the event a substitute or other request is denied, the requesting party may appeal such denial to the Advisory Committee for the Resident Educator Mentor Program which shall consist of:

   a) two (2) administrators selected by the employer;
   b) two (2) teachers selected by the President;
   c) one (1) current mentor teacher selected by the four (4) appointed committee members.

5. It shall be the duty of the mentors to help their mentees. Mentors shall not participate in the teacher appraisal program, nor shall they have any role, directly or indirectly, in any proceeding concerned with termination or non-renewal of a mentee's contract.

B. Displaced Teacher Program

1. Those teachers forced to teach in an alternate area of certification than that of the previous school year by invocation of the "to protect a member's continuing employment" exception of this Agreement (Section 3.11, paragraph 1) and who have not taught in the alternate area of certification in the past five (5) school years shall have access to the funds and program specified in 3.34 A. 1-5 above.

2. These members shall have access to entry year mentor program funds for partial of full reimbursement of expenses related to a program for retraining/updating in the alternate area of certification, provided the program has the prior approval of the Superintendent. Expenses shall be limited to tuition, textbooks, and such other expenses as have prior approval of the Superintendent.

3. These members shall have access to entry year mentor funds up to $200 for classroom supplies above and beyond those ordinarily provided by the Board.

3.35 Alternate Elementary School Day Schedule

A. Each elementary building shall determine the time allocations for lunch and for recess and the timing of the lunch and/or recess period(s) through a committee process. The committee shall be composed of the principal, the AEA Building Representative, the School Faculty Council chairperson or a Building Leadership Team member, and two (2) teachers appointed by the School Faculty Council or Building Leadership Team chairperson. The committee shall consult with representatives of the parents (for example, PTA leadership) and the classified staff members of the building. After consulting, the committee shall attempt to reach consensus. If consensus is not attained, the member shall vote with each member, the principal included, having one vote. The majority shall decide.

B. In those buildings where the alternate (earlier, shorter) school day is implemented, Section 3.05 I shall not apply. Instead, each member shall receive 120 to 135 minutes per week break in pupil contact time, said time resulting from one period of instruction per week in art, music, and physical education.

C. In those buildings where the alternate school day is implemented, the activity supervisors shall be assigned to supervision of noon time activities, notwithstanding the designations of the School Faculty Council or Building Leadership Team.

D. If the alternate school day eliminates unpaid duty assignments during the noon hour, then not more than one (1) additional meeting per month may be scheduled upon mutual consent of the building representative and the principal. Said meeting may be initiated by the principal or the building representative. These meetings shall not exceed forty-five (45) minutes in length. The provisions of 3.18 (C) and (D) do not apply to these meetings.

3.36 Non-Resident Members' Children in Akron Public Schools

Non-resident members shall have the right to enroll their dependent children in any Akron Public Schools subject to the provisions of inter and intradistrict open enrollment policies and guidelines, and the provisions of the Ohio Revised Code.

3.37 Vocational Education Development Committee

A committee of not more than five (5) administrators appointed by the Superintendent and the same number of members appointed by the President shall research and provide direction for vocational education to meet state standards and new mandates. Recommendations of the committee shall be determined by majority vote of the committee.

Recommendations which include proposed variations to the Agreement or which may affect terms and conditions of employment in such a manner as to require further bargaining under O.R.C. 4117 shall be submitted to the Joint Professional Problems Committee. The Joint Professional Problems Committee, by a majority vote of its membership, may approve implementing the recommendations of the Vocational Education Development Committee pending the next reopening of negotiations.

3.38 Administrative Promotion/Placement; Assignment of Grades

In the event a student is placed in or promoted to the next grade in opposition to a member's professional judgment and recommendation, a written record of the placement or promotion shall be made with a copy provided to the member and also placed in the student's permanent record file.

Members are responsible for assigning student grades. No grade may be arbitrarily changed. If the issue of a proper grade is raised, members are expected to produce adequate records to justify a grade given.

3.39 Psychologist Advisory Council

School Psychologists may form an Advisory Council. The purpose of the Council shall be to provide a means of communication between the psychologists and the Chief Psychologist. The Chief Psychologist shall meet monthly during the year with the Advisory Council.

The council shall serve in an advisory capacity, except that decisions with respect to the Medicaid Psychologist shall not be advisory, but binding.

3.40 Alternative Programs

Alternative instructors shall be responsible for the complete program of student instruction.

The instructional day shall not total less than 20 hours per week, excluding lunch, and shall include some additional activities of an instructional or other nature as deemed appropriate by the instructor.

Alternative instructors shall be held accountable for improvements in attendance, discipline and achievement.

The Board shall provide for the establishment of budget-based Alternative programs that shall meet the following criteria:

Each program shall enroll a minimum of 20 students per FTE teacher. Alternative programs that enroll 20 students shall have a supplemental budget of $11,000 to be used for extended time, supplemental personnel, supplemental materials and student activities. Alternative programs that enroll 30 students shall have a supplemental budget of $33,000 to be used for extended time, supplemental personnel, supplemental materials and student activities.

The building principal and/or counselor shall refer students to the Alternative teacher for placement in the program. After the Alternative teacher reviews and evaluates student records, the teacher shall select students for appropriate placement in the program. If the student fails to meet the program expectations, he/she shall be placed back in the regular school setting.

Any student in an Alternative program shall exhibit at least one of the following characteristics:

- Absence of more than twenty percent of previous semester
- Failure to pass more than one academic course in pervious semester

3.41 Program Implementation

The following procedures apply to buildings desiring to implement academic programs that may include components which conflict with the collective bargaining agreement.

The certificated staff assigned full time to buildings considering implementing such a program shall have the opportunity to be fully informed by the principal and/or the Assistant Superintendent, Curriculum and Instruction, of the proposed implementation, including content, member and administrative responsibilities, duration and potential conflicts with the agreement.

A BLT shall submit a request to the Joint Professional Problems Committee to implement a program not later than April 1 of the school year immediately prior to the year for which the implementation is planned.

In buildings where no BLT exists, an 80% majority vote of the members assigned full time to the building is required to submit a request. The vote shall be conducted by the principal and the AEA building representative and shall be by secret ballot.

The Joint Professional Problems Committee shall vote to approve or deny requests no later than thirty days after receipt of a request. The Superintendent and the President shall cooperate with building faculties in implementing programs submitted to and approved by the Joint Professional Problems Committee.

3.42 Building Closure and Relocation

Whenever a member is required to move due to a building closure or relocation to another site due to the building construction project, the Board shall provide a substitute for members for three (3) days. This allocation of subs is provided for members to pack personal and Board materials in their classrooms.

In the event of a building closure or relocation at the end of the school year, substitutes shall be provided for two days.

For building closures or relocations at the end of the school year, members may opt to pack materials after the close of school. Members who elect this option must pack material the first two work days following the close of school and shall be paid a stipend equivalent to the cost of a substitute for two days.

The Board recognizes that among grade levels and subject areas, the time required to move a room varies. At the request of the building principal, the Superintendent may authorize additional substitute coverage. Disputes arising under this paragraph may be referred to Professional Problems for settlement.

ARTICLE IV – ABSENCE AND LEAVE

4.01 Authorized and Unauthorized Absence

An absence is not authorized unless it is approved by the Superintendent. Absences may be authorized only if they are specifically provided for in this Agreement and comply with the law governing such absences or if they are otherwise specifically approved by the Superintendent. Whether or not a member is compensated for an authorized absence, and the amount of any such compensation, shall be governed by the pertinent provisions of this Agreement and/or the law pertaining to such absences. The Superintendent may also authorize absences without pay in accordance with specific guidelines established for such absences.

The seven (7) paid holidays shall not be affected by absence, either paid or unpaid, immediately before or after a holiday. A member on an approved leave of absence shall not receive compensation for any paid holiday that occurs during the approved leave of absence.

4.02 Notification In Case Of Absence

All absences shall be reported in accordance with written procedures.

As soon as the necessity for absence is known, the member shall notify Substitute Services and, whenever possible, the principal or his/her designee. A twenty-four (24) hour answering system shall be used by Substitute Services.

Should an absence continue beyond a single day, the member shall notify the building (if known before 2:30 p.m.). After 2:30 p.m., the member shall follow the procedures above.

If a member fails to notify the building of a continued absence prior to 2:30 p.m., the substitute teacher shall be released, and the responsibility for substitute coverage of the class rests with the member.

4.03 Certificate of Absence

All forms used for the certification of an absence shall be compatible with the terms and provisions of this Agreement.

The member shall certify to the Superintendent the cause of the member's absence. Such certification shall also constitute a request by the member for authorization of absence. The school office shall give to the member the appropriate form(s) to be used by the member for the certification of absence. The member shall complete and return the form(s) to the school office within one (1) work day after receipt of such forms. Failure to complete and return the form(s) in a timely manner may result in a delay in the issuance of pay.

The building principal shall sign and forward to the appropriate offices the member's certificate of absence within one (1) work day of receipt of such certification. Approval by the Superintendent of such request shall constitute an authorization of absence for duty.

Members shall not be considered absent when on Board-sponsored/approved field trips. Members shall be responsible, however, for submitting an Attendance Variations Form for Modification of Worksite when on such field trips lasting one (1) school day or longer.

4.04 Certificate of Health

When a member has been absent for more than five (5) but less than ten (10) consecutive work days because of personal illness, a Certificate of Health form shall be filed with the Department of Human Resources immediately upon the member's return to work.

In the event that the absence is for ten (10) days or more, a Certificate of Health is to be filed at the end of each ten (10) day payroll period. Failure to file the Certificate of Health will result in delay of compensation for accumulated sick days.

The Certificate of Health shall be signed by the member and his/her physician and shall list the name and address of the attending physician, the dates the physician was consulted, and a statement by the physician that member was unable to work. Nothing in this form shall be construed to waive the physician-patient privilege.

4.05 Epidemic or Other Public Calamity

Members shall be paid for all time lost when schools in which they are employed are closed owing to an epidemic or other public calamity. To be eligible for calamity day payment, a substitute must have worked in the same assignment the work day before the calamity day. Public calamities shall be determined by the State Superintendent of Public Instruction.

In the case of absence resulting from travel difficulties between the member's local residence and his place of employment, provided these difficulties are caused by flood, storm or other uncontrollable conditions, the Superintendent shall waive the salary deduction if, in his judgment, the member has made every reasonable effort to get to his place of employment.

In case of absence due to damage or serious and immediate threat of damage to the member's residence resulting from flood, storm or other uncontrollable conditions, the Superintendent shall waive the salary deduction if, in his judgment, such absence was imperative to the protection of property and personal safety of the member and his immediate family.

The Superintendent has the authority, under highly unusual circumstances, to declare schools closed. When the Superintendent exercises this authority, the following conditions shall prevail:

A. In the event schools are closed because of weather conditions, members are not expected to report to work. Members will be paid for time lost in accordance with State law.

B. In the event schools are closed because of public calamity (e.g., flood, tornado, storm or epidemic), members are not expected to report to work. Members will be paid for time lost in accordance with State law.

C. In the event schools are closed because of an energy shortage, members are not expected to report to work; such days are not considered work days, and a modification of the school calendar will be determined by the Board following consultation by the Superintendent with the AEA. A member is assured of his annual contract salary, with no increase in the number of annual days worked.

D. If for any reason, an entire student body is released after the school day commences, the faculty shall also be released for duty within thirty (30) minutes of the students' departure.

4.06 Absence and Salary Increments

Annual salary increments are earned on the basis of the number of work days for which the member is paid and are granted in accordance with the table set forth in the Schedule of Salaries. The number of work days required for earning a salary increment shall not be increased by the employer except through the collective bargaining process.

4.07 Absence Covered by Sick Days

A substitute shall be provided for any member who is a teacher or librarian absent under the provisions of this section, unless the substitute list has been exhausted.

All members shall be paid regular compensation for time lost due to illness or other causes encompassed by this Agreement for not less then ten (10) days annually. This minimum benefit of ten (10) days shall become effective and available to use annually on the first day of the contract year in which the member is assigned to duty.

After a member has used the full amount of sick day credit provided either by regulations of the Board or earned by such member on the basis of service at the rate of one and one-fourth (1 ¼) days for each month of service, such member may not be lawfully paid for further absence because of illness.

A. Accumulation

Maximum annual accumulation of any employee shall be fifteen (15) days. Job sharers shall accumulate sick days at the rate of 7.5 days annually. Upon use of sick days, job sharers shall have one-half day deducted from their accumulated sick day total per day of use, and shall be paid at their half-time rate per day of use.

The maximum accumulation of unused sick days shall be 420, effective July 1, 2007, and 425 effective July 1, 2008.

Sick day credit may be retained during a leave of absence for military service. Additional sick day credit may not be earned during a leave of absence for military service except in the case of temporary military service, said service not to exceed thirty-one (31) days in any one (1) calendar year.

B. Transfer

A member who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick days. To receive such credit, a new member shall present to the Treasurer a certification from the public agency in Ohio for which he most recently worked, stating the number of days of unused sick days credited to him at the time of the termination of employment.

C. Use

Members shall be granted sick days as follows:

1. Personal illness or injury, physical disability, emergency dental care, childbirth, adoption, to grieve the death of a close friend (limited to one day only), disability and/or complications due to pregnancy, or exposure to contagious disease which could be communicated to other employees or to school children: no limit. However, a member on sick days for these or other causes shall be paid only for the number of sick days credited to or earned by such member. Before salary payment can be made for absence because of personal illness or injury, physical disability, emergency dental care, childbirth, adoption, to grieve the death of a close friend (limited to one (1) day only), pregnancy, or exposure to contagious disease, the member shall submit the appropriate forms to the building principal. Absence of more than five (5) consecutive work days for the above reasons shall require the filing of the Certificate of Health form. A member who adopts a child shall be entitled to use sick days for up to six (6) weeks following the date of adoption.

2. A member shall be entitled to complete usage of accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the member shall submit the appropriate form to the building principal or his designate. If such absence extends beyond five (5) consecutive work days, the member shall also submit a Statement of Necessity for Absence (Form S-2f) stating that the member's absence from duty is required.

3. In the event a member uses all accumulated sick days, he or she shall have the option of applying for leave under the provision of Section 4.09 of this Agreement.

D. Chronic Sick Day Abuse Review Committee

A joint labor-management committee shall be established to review suspected cases of chronic sick day abuse. The committee shall consist of two (2) members appointed by the Superintendent and two (2) members appointed by the President. Referrals may be identified only by the committee or the Executive Director of Human Resources.

The committee shall meet with a member suspected of abusing the sick day usage provisions herein. The mandatory meeting shall take place within one (1) week of identification of the member, or within such time as agreed to by the committee. The committee shall evaluate each referral, and if action is warranted as determined by the facts, a prescribed plan of action for improvement shall be developed. The attendance improvement plan shall include measurable goals and specific timelines within which an evaluation of progress must be conducted. Concurrence by the committee is necessary to invoke a prescriptive action recommendation.

The committee shall report its findings to the Executive Director, Human Resources, and the President. The report must include a finding of "abuse not present" or "apparent abuse exists." When apparent abuse exists, the Board may exercise the option to require a statement from a physician to justify an absence due to illness.

A finding of apparent abuse shall result in the member being disciplined at the appropriate step of the progressive discipline plan under Section 3.10(B) herein. Subsequent identification by the committee of the same member for abuse of sick days may lead to further disciplinary action under the Progressive Discipline provisions up to and including termination.

The member may appeal a finding of "apparent abuse exists" by utilizing the grievance procedures under Section 3.29 herein.

Nothing in this section shall limit the Board's right to administer discipline pursuant to the Master Agreement, Board Policy, and/or State law.

4.08 Sick Day Bank

Effective with the 1991-1992 school year, a Sick Day Bank shall be established.

The purpose of the Sick Day Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and accrued vacation days and who are experiencing prolonged personal or family illness.

Members may enroll in the Sick Day Bank during the initial enrollment period, which shall be the month of September, 1991, or during the subsequent enrollment periods, which shall be during the month of September of each school year.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable. Annually thereafter, members will be assessed one-half (1/2) day during the enrollment period to remain a member of the Bank, unless the Sick Bank Committee waives the assessment.

Enrollment in the Sick Day Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Day Bank Committee (SBC) of his/her intent to withdraw.

1. Sick Day Bank Committee

The Sick Day Bank Committee shall be composed as follows:

a. The Superintendent or his designee.

b. The President or his designee.

c. One (1) administrator appointed by the Superintendent.

d. Two (2) members appointed by the President.

The SBC shall review and approve or deny all applications to the Sick Day Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.

Notwithstanding the provisions of #2 below, the SBC reserves the right to make decisions regarding an application to borrow days from the Bank on an individual basis. Decisions of the SBC are final.

The SBC shall review the operation of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

2. General Procedures

a. An application for a loan from the Sick Day Bank will be accepted only from those individuals who have contributed to the Bank. Members who are receiving a pension benefit from STRS or any other teacher retirement system are not eligible to contribute days to or borrow days from the Bank.

b. Loans will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the loan application in order for the request to be considered.

c. A loan application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances and accrued vacation days.

d. Members may borrow days from the Bank in accordance with the following schedule:

Day 1 – 50 at 100% of the member's daily rate of pay

Day 51 – 180 at 50% of the member's daily rate of pay

For serious illness in the immediate family, members may borrow up to one-half (1/2) day for each date up to a maximum of ninety (90) dates.

e. Once qualified to borrow from the Bank, the maximum number of days a member may borrow from the Sick Day Bank shall not exceed the annual number of work days assigned to the Time Schedule for the member's Job Code. Loans from the Sick Day Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days or accrued vacation days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

f. After a member has borrowed fifty (50) consecutive days from the Sick Day Bank, the Sick Day Bank Committee shall review that member's application to the committee to confer with the member's doctor. The Committee may require the member to apply for disability under the provisions of the State Teachers Retirement System before approving additional days beyond the initial fifty (50) days.

g. Loans from the Sick Day Bank will be made only for absences under a member's normal (principal) teaching contract. Loans will not be made for absences in programs such as summer school, extended services, Evening High School or any other part time or second position held by a member with a full time contract.

h. Days may not be borrowed from the Bank for absences due to normal pregnancies (natural or caesarian section). Utilization of the Sick Day Bank for complications arising from pregnancy or child birth may be authorized by the SBC.

i. Days may not be borrowed from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days and accrued vacation days.

j. Whenever the total number of unloaned days in the Sick Day Bank falls below fifteen (15), the SBC may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.

3. Payback Procedures

a. A member who borrows days from the Sick Day Bank shall be required to pay back the borrowed days at the rate of 1/3 of his annual sick day accrual each year until the total number of days borrowed is restored to the Bank.

b. The sick day accumulation of any member owing days to the Sick Day Bank shall not be permitted to exceed fifteen (15) days. Any days that would otherwise be accumulated beyond fifteen and in excess of the normal annual payback shall be used to restore the member's borrowed days to the Sick Day Bank.

c. In the event a member retires with an outstanding balance owed to the Sick Day Bank, or terminates his/her employment with the Akron Public Schools, any accumulation of sick days at that time shall be used as payback days.

4.09 Absence Other Than Sick Days

A substitute shall be provided for any member who is a teacher or librarian absent under the provisions of this section unless the substitute list has been exhausted.

All members shall be paid regular compensation for absences covered under this section.

A. To Attend Meetings and Conferences

Absence of at least one (1) day per school year may be authorized by the Superintendent to permit each member to visit another school or to attend local, district, state, national and international meetings or conferences of a professional nature. Authorization for such absence shall be obtained prior to the absence by a written request to the Superintendent.

Members who attend such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary. A member shall submit an Attendance Variations Form (S-2j) before payment of salary can be made.

When appropriations for expenses incurred in attending a professional meeting or a conference have been authorized by the Board, a member shall be reimbursed, or have his expenses paid, upon approval by the Superintendent. In cases where appropriations for such expenses have previously been made by the Board, such expenses shall be paid or reimbursed, upon approval of the Superintendent, within the limits authorized by the Board.

B. For Temporary Military Service

A member who is a member of the organized militia, or who is a member of another reserve component of the armed forces of the United States, is entitled to be absent from duty without loss of pay for such time as he is in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

C. For Jury Service

A member who has received notice from the commissioner of jurors to serve as a juror shall present said notice to the principal or immediate supervisor upon receipt of same. The principal or immediate supervisor shall make necessary arrangement for substitute services.

A member who serves on jury duty will be paid by the Board at the member's regular daily rate of pay. The member may retain all sums received from the court for jury duty in addition to receiving his or her full salary.

The member shall be excused according to law and established administrative practice.

D. Justifiable Absence

All full-time members shall be granted days of absence for personal business during each calendar year without loss of pay or deduction from sick days. Part-time members shall be granted a maximum of two (2) such days per year, unless both days are taken for the purpose of observing religious holidays in which case a third day of justifiable absence for the observance of a religious holiday can be requested and will be granted. Personal business is an obligation or emergency over which the member has no control and which requires immediate attention. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time shall be granted.

Notice of such absence shall be given as far in advance as possible.

In giving such notice, or upon return to school, if the justifiable absence was for an emergency, the member shall submit the appropriate form which shall require only a check mark for items listed below.

In the case of all disputes concerning justifiable absences as to decisions made by the Personnel Office, the following special procedure shall apply. Two (2) members designated by the AEA and two (2) members designated by the Superintendent shall constitute a panel. From the panel three (3) names shall be drawn through a blind selection procedure. Those three (3) members shall decide the matter of justification for absence under this provision by a majority vote.

Emergencies

Accidents in the immediate family or affecting family property.

Travel conditions which make it impossible to report for work.

Obligations

Observance of religious holidays.

Attendance at graduation exercises beyond high school involving a member or a member of his immediate family.

Physical examination for induction for military service.

A member of the immediate family departing for service outside the continental United States, or returning from such service.

Attending a wedding involving the member or a member of his immediate family.

Court appearances as litigant or witness.

Receiving an adopted child.

The Superintendent may authorize Justifiable Absence for other reasons. The reason for such request shall be included in writing on the appropriate form.

E. Unrestricted Absence

Use of a day of unrestricted absence is prohibited on Parent-Teacher Conference Days and Open House except that a member may make use of a day of unrestricted absence on a Parent-Teacher Conference Day if the member has fulfilled his/her conference obligations by making eight (8) home visits before Parent-Teacher Conference Day and before requesting the day as a day of unrestricted absence. The use of a day of unrestricted absence is further limited during the month of June to a maximum per day of two (2) members per building or 10% of the total building staff, whichever is greater.

The number of members taking unrestricted absence on any one (1) day shall not exceed fifty (50). Unrestricted absence days are to be taken at a time other than immediately prior to or after a scheduled holiday and/or vacation period. To qualify for the one-hundred (100) day benefit in paragraph one (1) below, the member must first complete one (1) year of service with the Akron Public Schools.

1. For more than one hundred (100) accumulated sick days: authorization of one (1) day unrestricted absence shall be given any member with an accumulation of one hundred (100) or more sick days as of the member's first work day each school year.

2. For absence of not more than five (5) days for the previous school year: authorization of one (1) day unrestricted absence during the current school year shall be given any member whose absence was not greater than five (5) days for the previous school year.

3. One (1) Personal Day.

In lieu of the day(s) of unrestricted absence in #1 and #2 above, a member may elect:

a) Payment of $100.00 for an earned but unused day under #1 above

b) Payment of $100.00 for an earned but unused day under #2 above

c) Payment of $300.00 for earned but unused days in #1 and #2 above

The unused days referenced in paragraphs one (1) and (2) above will be paid automatically, prior to July 1st, to any member who is eligible and who worked any portion of the school year.

Absence for unrestricted absence, jury duty, vacation, and professional development (Modification of Worksite) shall not be counted when determining a member's eligibility for the options based on absence of no more than five (5) days in the previous school year. Extended absences for personal illness (more than twenty (20) workdays in succession) shall be counted as one (1) absence. Modification of worksite is not considered an absence.

F. Absence for Death

For death in the member's immediate family, three (3) days will be provided, and for death of any other relative, two (2) days will be provided, except that the Superintendent may increase the number of such days in the event circumstances justify authorization of additional days of absence with pay.

G. Absence Due to Assault

Members shall be granted paid days of absence due to injury resulting from a physical assault by any person when performing his/her official duties.

The member shall be paid regular compensation for time lost due to an assault. If the absence extends beyond fifteen (15) days, the member may be required to submit to an examination by a Board-appointed physician. The examination will be conducted at Board expense. Additional time beyond the fifteen (15) days may be authorized by the Superintendent after consultation with Board-appointed physician.

To qualify for absence due to assault, the member must follow procedures outlined in Section 3.24 Assault and if medical attention is required, or if the absence extends beyond three (3) work days, submit a written physician's statement describing the nature and anticipated duration of the disability.

Paid days granted due to assault shall not be deducted from the member's accumulated sick days.

H. For Other Causes

Absence caused by unusual and abnormal circumstances shall be authorized by the Superintendent, if such absence is in the best interest of the member and the schools.

4.10 Leave of Absence

The Board will offer health insurance as contained herein through the last day of the month in which the leave of absence is granted to the extent permitted by law.

Members may, under conditions specified herein, be granted leaves of absence for the following purposes: illness; parental; unrestricted; dependent care; teaching outside the United States; professional study, travel, research or improvement; Peace Corps; Teacher Corps; public office; and military service.

Leaves of absence may be authorized only by the Board upon the recommendation of the Superintendent and as provided by the following rules and regulations, and within the provisions of the Ohio Revised Code governing such leaves.

For the purpose of regulations on leaves of absence, members on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service provided such leaves do not total more than two (2) years.

Full credit on the salary schedule shall be granted for authorized leaves of absence for military service; study, travel, research or professional improvement; and for teaching outside the United States or service in the Peace Corps or Teacher Corps.

Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, may be considered by the Board as termination of contract by the member and the Board may treat such conduct as a resignation without any further need to comply with Ohio Revised Code 3319.11, 3319.16, or 3319.17.

Early Termination of Leave

Termination of a leave of absence (except those listed in 4.09A below) before its expiration date will be considered when the member submits a written request for such early termination to the Executive Director – Human Resources. If there are no vacancies at the time of the request, early termination of the leave shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

Members returning from leave

The Board's responsibility for the placement of a member returning from leave is to place the teacher in the same assignment held at the time said leave commenced or an equivalent position. The following procedures operate to accomplish this:

With respect to members returning from leave, the following practices shall apply:

1. Returning for the beginning of a school year:

    a. Members returning from leaves which have been taken for an entire year or years may submit their requests for reinstatement before May 15. They shall then submit a transfer request form before June 1. Their assignments for the year of return shall be based on their seniority in the same manner as member initiated transfer requests except they have a right to return to the building in which they served just prior to the leave provided the building is listed as the first choice and there is a vacancy in that building among the grade level and/or subject area requests indicated on the transfer form.

    b. Members returning from leaves which began during the school year and continued through the end of the school year may submit their request for reinstatement before May 15. They shall then be treated for purposes of staffing as if they had remained in their buildings.

    c. In the event a member fails to request reinstatement prior to May 15 but does so prior to the start of the following school year, the member shall be assigned at the discretion of the Department of Human Resources after all transfers based on seniority are complete except that he shall be returned to the building and position held just prior to the leave provided there is a vacancy after the seniority based transfers are completed.

Returning during a school year:

a. When a member begins a school year on a leave or begins a leave prior to November 1 and when, at the time of requesting the leave, the member indicates an intent to seek the termination of the leave prior to the beginning of the second semester, the member's position shall be held open for the member's return. If the member fails to return prior to the beginning of the second semester, the member shall not have a priority right to return to the building, and the position shall be posted as a vacancy for the following school year provided it remains on the building organization.

b. When a member begins a leave on or after November 1, the member's position shall be held open for the member through May 15. After May 15, the position shall be considered vacant for purposes of staffing for the following school year provided it remains on the building organization.

A. Illness Leave and Dependent Care Leave

1. Illness Leave

Eligibility

Any member who is unable to perform satisfactorily the duties of his position because of personal illness or other disability, may be granted a leave of absence without pay for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year.

Application for Leave

Application for such leave shall be made at the member's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave.

The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

Early Termination of Leave

Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the member to the Superintendent and that the request is accompanied by a statement for the attending physician recommending return to duty, shall be at the discretion

of the Superintendent and in accordance with the needs and interests of the schools.

Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the member shall submit a written statement from the attending physician, certifying the member has been medically examined and that he is or will be able to resume his duties with the Board when the leave of absence expires. The Board may require, at Board expense, an examination by a Board-approved physician before the member is reassigned.

If the member's leave of absence does not exceed forty-five (45) work days, the member shall return to the same assignment held at the time said leave commenced.

If the member's leave of absence extends to more than forty-five (45) work days, the member shall return to the same assignment held at the time said leave commenced, if available; if not, to an equivalent assignment.

Unrequested Leave of Absence

If a member is unable to perform satisfactorily the duties of his position because of physical or other disability, or if the member has been absent due to personal illness following the expiration of his accumulated sick days, the Superintendent may recommend, without the request of a member, a leave of absence for a part of the school year, and renewals thereof, and the Board may grant such leave in accordance with the provisions of the law.

2. Dependent Care Leave

Eligibility

A member may be granted a leave of absence without pay for the remainder of the school year in order to care for an incapacitated member of his immediate family. Such leave may be renewed for no more than two (2) semesters.

Application

An application for dependent care leave shall be made at the member's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the member's presence, on a full-time basis, is vital to the recovery of the individual under treatment. An

application for renewal shall be made by April 15 of the school year for which the initial leave was granted.

Early Termination of Leave

Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the member and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interest of the schools.

Application for Reinstatement

Application for reinstatement must be made by April 15 of the school year in which the leave has been granted.

Upon return from a leave of absence for dependent care, the member shall be returned to the same position that he held at the time said leave commenced, if available, if not, to an equivalent position.

B. Teaching Outside the United States or Service in the Peace Corps or Teacher Corps

Eligibility

Any member who has completed three (3) or more consecutive years of regular service in the Akron Public Schools immediately prior to this request for leave shall be granted a leave of absence without pay for teaching outside the United States, or for serving in the Peace Corps or Teacher Corps. A leave of absence for teaching outside the United States or for serving the Peace Corps shall be limited to two (2) school years.

Application for Leave

The application for leave for teaching outside the United States or for service in the Peace Corps or Teacher Corps must be made at least sixty (60) days prior to the beginning of such requested leave. Contractual or other evidence verifying the member's plan for the period of the leave shall be submitted with the application.

Exchange Replacement of Member

If the proposed teaching in another school outside the United States involves an exchange and the use of a teacher from outside the Akron Public Schools as a replacement for the member on leave, such replacement shall be approved by the Superintendent before the requested leave is granted.

Notification of Intent to Return

Notification of intent to resume employment must be made at least sixty (60) days prior to the expiration of a leave of absence for teaching outside the United States or service in the Peace Corps or Teacher Corps. Supporting evidence shall be presented which specifies the beginning and termination dates of the member's service elsewhere, and which indicates that the plans under which the leave was granted were carried out.

Reinstatement

Upon reinstatement, the member's salary shall be the same as he would have received had the period of his leave been spent in the Akron Public School system.

C. Professional Study, Travel or Research

Eligibility For Leave Without Pay

A member who immediately prior to his request for leave has completed three (3) consecutive years as a member of the professional staff of the Akron Public Schools may be granted a leave of absence without pay for study, travel, or research for one (1) full semester or two (2) full semesters, but not longer than one (1) school year.

Application for Leave

Application for leave for professional study, travel, research or professional improvement shall be made at least sixty (60) days prior to the beginning of such requested leave. The application for such leave of absence shall be accompanied by an outline of the program of study or research to be pursued, or the scope and nature of the travel to be undertaken, or the proposals for professional improvement. It is intended that study and other proposals for professional improvement shall include a full graduate load and shall lead to the completion of a degree in the member's field or area of professional service, if such degree, either undergraduate, or graduate is not already held. Application for leave for travel shall outline in detail the scope and nature of the travel, shall make provisions for an itinerary covering a minimum of four (4) months or eight (8) months, shall show how such travel will contribute directly to improved classroom instruction or to improved professional services by the member, and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.

Regulations Relating to Leave With Partial Pay

The number of such leaves granted per year shall be at the discretion of the Superintendent, except that no more than five (5) percent of the professional staff may be on leave for study, travel, research or professional improvement at any one time.

Leave for professional improvement may not be granted to any member more often than once for each five (5) consecutive years of service, nor may leave be granted a second time to the same individual when other members of the staff, in sufficient numbers to fill the quota for the period, have filed a request for, and are awaiting, such leave.

Upon his return from leave, a member's salary and fringe benefits shall be the same as he would have received had the period of his leave been spent in the Akron Public Schools System.

All members shall, as a condition of approval for leave of absence for professional growth, sign a written agreement to return to service in the Akron Public Schools for a period of at least two (2) years immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund the Board all the partial pay received during the period of leave. The refund requirement shall not apply in case of death of the member while on leave; in the cases of illness or injury, the obligation will be deferred until the member can resume his employment. Refund of pay received on leave may also be required if the member fails to complete satisfactorily the program of professional improvement unless such failure was beyond his control. Obligations arising under this agreement may be deferred if the member is granted a leave of absence under other provisions of these rules and regulations immediately following a leave of absence for professional improvement, or if other types of leave are granted prior to the completion of the required year of service, such deferment not to extend beyond the other types of leave plus one (1) year.

Notice of Intent to Return

Notice of intent to resume employment shall be made at least sixty (60) days prior to the expiration of a leave of absence for study, travel, research or professional improvement. The application shall be accompanied by supporting evidence or statements showing that the plan for study, travel, research or professional growth was substantially carried out.

Full credit on the salary schedule shall be granted for the time spent in approved study, travel, research or professional improvement.

D. Military Leave

Eligibility

Any member shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

Application for Leave

The application for leave for military duty shall be made as far in advance of that duty as is feasible, but not later than the date upon which orders to report for military duty are received.

Notice of Intent to Return

Notice of intent to resume employment shall be given within ninety (90) days after discharge from the military service for which leave was granted.

Reinstatement

Upon evidence of honorable separation from military services and upon proper application for reinstatement to duty, a member shall be reemployed at the beginning of the next school semester, subject to passing a physical examination, provided such application is made not less than thirty (30) days prior to the first day of the next school semester, unless the Board waives the requirement for such thirty (30) days period, or unless the Board wishes to reassign the member at an earlier date as requested by that member.

For purposes on seniority and placement on the salary schedule, years of absence in the service of the armed forces of the United States or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time.

E. Public Office

1. Upon written request, a member may be granted time off – without pay – for a maximum of thirty (30) work days per calendar year to campaign for an elected office.

2. If elected or appointed to public office, the member shall request an assessment conference with the Executive Director – Human Resources to determine the relationship between said office and responsibilities to the Board. The result of the conference and any agreement thereof shall be placed in writing.

3. A member elected or appointed to a public office – which does not permit said member to meet the terms and conditions of his/her employment – may request a leave of absence without pay for one (1) term of such elected position, or it the case of an appointed position, a maximum of two (2) years from the effective date of the appointment.

Eligibility

Any member who is appointed or elected to public office, subsequent to three (3) or more years of regular service in the Akron Public Schools immediately prior to his request for leave, and who desires to return to the employ of the Board at a future date, shall be granted a leave of absence without pay.

Application for Leave

The application shall be submitted within five (5) days after election or appointment to public office. The leave period shall be the initial term of office.

Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) days prior to the expiration of the leave.

Reinstatement

In case of a member on ratio, the reinstatement may be to a position less than equivalent.

F. Parental Leave

A member anticipating the birth or adoption of a child shall be granted a parental leave of absence upon request.

Said request shall be made at least ten (10) work days prior to the requested effective date of the leave. The request shall be accompanied by a statement from an attending physician, or an official of the adoption agency, indicating the anticipated arrival of the child.

Such leave shall be for the remainder of the school year in which the child's arrival is to occur, unless such leave is earlier terminated, as hereinafter provided. The leave may, upon the request of the member, be extended for one (1) additional school year.

Application for Reinstatement

Application for reinstatement may be made by the member at any time subsequent to the arrival of the child, and the member shall be reinstated ten (10) days after receipt of the written request to the Superintendent. If a specific building assignment is not available, the member will be returned to contract status and assigned to the Itinerant Payroll.

G. Unrestricted Leave

Members may elect to obtain a one year leave of absence without specification of the reason therefore upon submission of a request by July 10. In the event that a member so requesting a leave desires to return to employment, he shall notify the Department of Human Resources in writing prior to July 10. No member may apply for a leave of absence under this provision more than two (2) times, and no leave may be taken except upon the expiration of a five year period of continuous service. The period of such leave shall be one (1) school year. The Board shall not be obligated to purchase retirement credit for any member not returning to the employment of the Board subsequent to an unrestricted leave.

Requests to initiate, or return from, an Unrestricted Leave made after July 10 may be submitted by mutual agreement of the Superintendent and the President.

H. Family and Medical Leave Act

The Board agrees to comply with the provisions of the Family and Medical Leave Act (FMLA) and related provisions.

Time spent on leaves under FMLA shall be unpaid. The Board, at no cost to the member, shall maintain a member's health insurance coverage.

Members returning from leave under FMLA shall be assigned to their original position.

ARTICLE V – CONTRACTS AND CERTIFICATION

5.01 Contracts of Members

A. Limited Contract

A limited contract is entered into by the Board with each member who holds a temporary or provisional certificate or license.

B. Continuing Contract

A continuing contract is entered into by the Board with a member who has at least three (3) years experience in the Akron Public Schools and who holds an 8-year or permanent certificate, or who converts a 4-year certificate to a 5-year license, or who converts a 2-year license to a 5-year license.

In the case of a member having attained continuing contract status elsewhere in the United States, if the continuing contract was held within the last five (5) years, the member shall be granted continuing contract status after one year of employment with the Board. If more than five (5) years have passed since the continuing contract was held, the member shall be granted continuing contract status after two (2) years of employment with the Board.

A continuing contract shall remain in effect until the member resigns, retires, or until the contract is terminated as prescribed by law.

Any member who becomes licensed for the first time on or after January 1, 2011, shall be granted a continuing contract (tenure) in accordance with state law. A member who attained continuing contract status elsewhere in the United States and is first licensed in Ohio subsequent to January 1, 2011, shall be granted continuing contract status with the Board after one (1) year of employment if the continuing contract was held within the last five (5) years. If more than five (5) years have passed since the continuing contract was held, the member shall be granted continuing contract status after two (2) years of satisfactory employment with the Board.

C. Troops To Teachers

The Board agrees to grant continuing contract status to a member working under the Ohio Troops to Teachers program who is not working in a core subject area when the member has completed the following requirements:

- Three years of successful full-time teaching in the Akron Public Schools
- An approved Individual Professional Development Plan (IPDP)
- Completed 15 hours of coursework in accordance with the IPDP

Upon completion, the member shall notify APS Human Resources and provide appropriate transcripts and a copy of his/her approved plan.

Consistent with the Master Agreement (5.03), if requirements are completed prior to March 15th, the member shall be considered, for the purpose of staff reduction, as holding continuing contract status.

D. Art and Music Therapists

1. The Board agrees to grant continuing contract status to Art Therapists and Music Therapists who have completed the following requirements:

   a. Three (3) years of successful full-time teaching in the Akron Public Schools.

   b. Art and Music Therapists hired after January 1, 2011, shall be granted continuing contract status after seven (7) years of successful service with the District.

   c. Maintain a current Music Therapist-Board Certified (MT-BC) license or a Registered Art Therapist (ATR) or Board-Certified Art Therapist (ATC-BC) license.

2. Consistent with Section 5.03 of the Master Agreement, if requirements are completed prior to March 15th, the member shall be considered, for the purpose of staff reduction, as holding continuing contract status.

5.02 Teaching Certification of Full and Part Time Members

A certificate or license, issued by the Ohio State Department of Education and valid for the specific assignment of the member, must be on file in the Department of Human Resources. While the Superintendent will make every effort to give each member prior notice of the expiration date of the member's certification or license, it is the sole responsibility of the member to provide the Superintendent with a certificate or license, original or renewal.

The following procedures apply to members who do not have a valid certificate or license on file as of the first work day of the school year:

A. Contract Teacher – Initial Year of Employment

The member shall be paid at the appropriate salary level for the first sixty calendar days of employment so long as the member has applied for a certificate or license. If, after the first sixty days, the member is not properly certificated or licensed, but has applied for and been granted a substitute certificate, the member shall be paid a long term substitute teacher, including fringe benefits. Upon receipt of the proper certification or license, the Board shall place the member on the appropriate step on the salary schedule and pay the member retroactively to the effective date of the certificate or license the difference between the long term substitute rate and the salary the member would have been paid had a valid certificate or license been on file.

If, after the first sixty calendar days of employment, the member is not properly certificated or licensed and does not hold a substitute certificate, the member shall not be permitted to work. Upon receipt of proper certification or licensure, the member shall be restored to his teaching position and paid in accordance with the provisions above, but shall not be entitled to compensation for days not worked.

B. Contract Teacher – Subsequent Year of Employment

A member who does not hold a substitute certificate will not be permitted to work. If the member holds a substitute certificate, he shall be paid as a long term substitute, including fringe benefits, effective the first work day of the school year and through the first semester. Upon proper certification or licensure prior to the beginning of the second semester, the member shall be placed on the salary schedule and paid retroactively to the effective date of the certificate or license the difference between the long term substitute rate and the salary the member would have been paid had a valid certificate or license been on file.

A member who fails to secure proper certification or licensure prior to the beginning of the second semester shall, at the Board's discretion, be removed from his position and subject to immediate termination. The parties intend that this provision shall specifically supersede any inconsistent requirements or procedures contained in O.R.C. 3319.16.

C. Tutors and Part Time Hourly Teachers – Initial Year of Employment

Tutors and part time hourly teachers shall be paid for the first sixty calendar days of employment so long as the member has applied for a certificate, license or waiver. If, after the first sixty days, the member is not properly certificated or licensed, or does not hold a waiver, but has applied for and been granted a substitute certificate, the member shall be paid at the substitute rate for his or her respective job code. Upon receipt of the proper certification, license or waiver, the Board shall place the member at the appropriate hourly rate and pay the member retroactively to the effective date of the certificate, license or waiver the difference between the member's substitute hourly rate and what the member would have been paid had a valid certificate, license or waiver been on file.

If, after the first sixty calendar days of employment, the member is not properly certificated, licensed or does not hold a substitute certificate or waiver, the member shall not be permitted to work. Upon receipt of proper certification, licensure or waiver, the member shall be restored to his teaching position and paid at the appropriate hourly rate, but shall not be entitled to compensation for days not worked.

D. Tutors and Part Time Hourly Teachers – Subsequent Year of Employment

Tutors and part time hourly teachers who do not possess a valid certificate or license at the beginning of the school year for the subject area they are teaching shall not be permitted to work. If the member holds a substitute certificate, the member shall be paid the substitute rate for the respective job code, including fringe benefits, if any, effective the first work day of the school year. Upon proper certification or licensure, the member shall be placed at the appropriate hourly rate and paid retroactively to the effective date of the certificate or license the difference, if any, between the substitute rate and the rate the member would have been paid had a valid certificate or license been on file.

Members are considered properly certificated or licensed when the certificate or license is posted to the Ohio Department of Education certification website or when written notification, including email, from the Ohio Department of Education indicates that the teacher is certificated or licensed.

5.03 Professional Certificates

The procedures for securing a professional certificate or license shall be governed by applicable State Department of Education standards. If a member's application for a professional certificate or license is submitted to the Department of Human Resources by March 15, the member shall be considered, for the purpose of staff reduction, as holding continuing contract status.

When approval of a member's application for conversion of a provisional certificate to a professional certificate by the Executive Director – Human Resources is in doubt, a conference shall be held within ten (10) days, or at a time mutually agreeable, with the member, the Executive Director – Human Resources, the building principal, and a representative of the AEA, at which time the reasons for the refusal shall be reviewed. Following the conference, a written summary of the conference and the reasons for the refusal shall be provided to the member. Procedures for reapplication shall also be a part of the communication.

5.04 Permanent Certificates

The procedures for converting a professional certificate into a permanent certificate of like type shall be governed by applicable State Department of Education standards. When approval of a member's application for conversion of a professional certificate to a permanent certificate is refused by the Superintendent, the member shall be notified of the refusal and the specific reasons for the refusal in writing within ten (10) days of the receipt of the application.

Upon request of the applicant a conference shall be held within ten (10) days, or at a time mutually agreeable, with the Executive Director – Human Resources, the building principal, and a representative of the AEA, at which time the reasons for the refusal shall be reviewed.

Should the Superintendent fail to approve the application within ten (10) days following the conference, it becomes subject to the grievance procedure.

5.05 APS-AEA Local Professional Development Committee

The APS-AEA Local Professional Development Committee (LPDC) is established for the purpose of reviewing course work and other professional development activities completed by educators within the district for renewal of certificates and/or licenses.

The operation of LPDC shall be governed by the LPDC By-Laws and Plan of Operation and Procedures Manual. Amendments to the Manual shall be made as provided for therein, and with the mutual agreement of the President and the Superintendent.

The LPDC shall adopt an annual appropriations budget within the level of state allocated support under the Local Professional Development Block Grant, plus or minus any carry over balance or deficit balance amounts. Copies of said budget shall be provided to the President and the Superintendent.

Members who leave their classroom position to serve in the capacity of "Contact Person" for the Local Professional Development Committee shall have the right to return to the position at the end of their one year term as Contact Person.

5.06 Professional Growth Plan

The parties agree to establish not later than September 1, 1999, a Joint Committee whose responsibility it shall be to create a Professional Growth Plan. The plan shall include a series of core courses developed within the Akron Public Schools in which members may enroll for CEU or graduate credit. The core courses shall be designed toward teaching and learning in relationship to the Akron Public Schools Strategic or Continuous Improvement Plan.

The core courses shall in sum or part lead to a thirty (30) hour Master Degree. The Committee shall investigate and recommend an institution or institutions through which graduate credit may be issued for completion of the core courses. Cost of credit shall be considered as one of the factors in the recommendation.

The program shall be in place commencing with the 2000-2001 school year.

The Committee shall be chaired by the Director of Staff Development. The Superintendent and the President shall each appoint three members, at least one of whom shall be a member of the AEA-APS LPDC for the respective sides.

ARTICLE VI – SELECTED JOB DESCRIPTIONS

6.01 The Elementary and Secondary Counselor Position

A. Assignment

To be appointed to the position of school counselor, the applicant must possess a Master Degree and the appropriate credential.

Applicants for the position of counselor shall be interviewed and evaluated by a committee composed of three (3) administrative personnel appointed by the Superintendent, and two (2) school counselors recommended by the ACA Board. The committee shall forward a list of acceptable candidates to the Executive Director, Human Resources.

B. Relationship

School counselors, whose roles are defined in 6.01 D. below, shall report to the Executive Director, Curriculum and Instruction, and the building principal. This relationship shall be mutually supportive in nature.

Questions about the role of the counselor which cannot be resolved by these parties may be appealed to the Joint Professional Problems Committee.

The Board shall to replace or displace counselors/counseling positions with social workers and/or other licensed mental health practitioners. In buildings to which both counselors and social workers are assigned, the parties recognize the value of collaborations and communication among and between counselors, principals and social workers and/or other licensed mental health practitioners in the delivery of services to students. To that extent, the parties agree to support a working relationship characterized by effective collaboration and communication.

C. Community Relations

Knowledge of and contact with the surrounding community is required for the adequate performance of the counseling tasks.

Counselors and the ACA Board will initiate community contacts which will increase its knowledge of the community resources, help relate the program of the Akron Public Schools to the community, and make other neighborhood contacts which have professional validity. School counselors shall be informed about community resources by the ACA Board and the Executive Director, Human Resources.

When it is desirable for the counselor to leave the building during the school day to meet with community resources, she/he shall make the necessary arrangements with the principal.

D. Role

The school counselor promotes and enhances student learning through three broad and inter-related areas of student development: academic, career, and personal/social.

The school counselor of a building shall assume responsibility for developing, planning, and implementing a school counseling program appropriate to the needs of the students within that school.

The program shall be submitted annually by November 15; program booklets will be housed in the offices of the Executive Director, Curriculum and Instruction, and the principal.

The program shall be evaluated throughout the year by the school counselor, the Executive Director, Curriculum and Instruction, and the principal.

1. The major responsibility of the school counselor shall be to the students. The counselor helps each student:

- Understand him/herself in relation to the social/psychological world in which he/she lives
- Develop personal decision-making skills
- Resolve his/her special concerns and life issues
- Acquire the skills to make the transition from school to work

2. The school counselor interprets school achievement information to the student and to his/her parent/guardian such as:

- Academic progress
- Class placement
- Variety of curriculum choices
- Results of various assessments
- Enrichment programs
- Opportunities for further education

3. The school counselor assumes the leadership role of consultant in the school by:

- Coordinating the accumulation and use of meaningful information about each student
- Interpreting information about the student to him/her, to parents/guardians, to teachers, and to others who are authorized to receive such information
- Assisting staff to identify students with exceptionalities
- Providing the professional staff with intervention strategies to address student need

4. The school counselor coordinates the use of community resources by:

- Providing the student and his/her parent/guardian with information about the availability of these services
- Making appropriate referrals
- Maintaining liaison and cooperative working relationships with other pupil personnel specialists and with agencies in the community

5. The school counselor works in partnership with parents/guardians by:

- Addressing academic concerns
- Consulting with the student's parent/guardian regarding the student's growth and development
- Disseminating information to the student's parent/guardian about the school counseling program
- Providing the student's parent/guardian information about post-secondary opportunities

6. The school counselor carries out a program of public relations by:

- Participating in community groups' programs
- Furnishing information regarding the school counseling program to local publishers and radio/TV stations in consultation with the office of communications.

7. Role issues

- School Counselors shall not have duties or supervisory responsibilities.
- Counselors shall not be assigned the role of test coordinator for the Ohio Proficiency Test, Ohio Graduation Test, Competency Based Education or other statewide tests, but may be asked to assist with the planning and oversight of such testing.
- School counselors shall not administer punishment.

6.02 The Librarian Position

All Akron public school secondary libraries shall be supervised by certificated librarians.

Each librarian shall be assigned a daily duty-free lunch period.

During the extended school year, the library in each school shall have the full-time services of two (2) assistants, one (1) of whom shall have typing skills.

The school librarian's duties include:

a. Catalog and supervise the preparation for circulation of all media housed in the Learning Resource Center. Non-book media should be catalogued according to the "Non-Book Media Processing Manual," publication No. 214.

b. Maintain shelf-lists that reveal statistics of numbers of items, date, source of funds (ESEA II, Board of Education, NDEA, HB531, SB350, ESEA, etc.,) and cost of acquisitions.

c. Be prepared to submit accurate statistics upon request.

d. Inventory materials annually.

e. Conduct an orientation for newly assigned staff members.

f. Prepare and circulate among students and staff selected lists of acquisitions from time to time.

g. Prepare and circulate a handbook describing the services and procedures practiced in the Learning Resource Center.

h. Train and supervise paid technical assistants as well as student assistants.

i. Encourage the organization of student assistants affiliated with district and state organizations.

j. Conduct student orientation in small or large group sessions as needs arise, not necessarily limiting such activity to the fall semester.

k. Encourage class visitations accompanied by teachers to pursue meaningful research or recreational reading, listening, or viewing activities.

l. Confer with teachers and students preparatory to embarking on instructional projects, providing bibliographies upon teacher request.

m. Assist school committees and department heads in selecting materials for courses of study.

n. Develop a collection of materials for the professional staff.

o. Keep abreast of the merits of currently published and/or manufactured media using the findings of reputable reviewing agencies.

p. Arrange and frequently change bulletin board displays.

q. Devise ways to promote the use of multi-media materials among students and staff.

r. Visit classrooms to ascertain needs and introduce appropriate materials on occasion.

s. Publicize the activities of the Learning Resource Center in the school newspaper and by other means.

t. Participate in inter-library loans.

u. Enlist the services and resources of the community in extending the impact of the Learning Resource Center.

v. Submit an annual report to the principal and a copy to the Director of Media Services at the close of each school year.

w. Affiliate with professional organizations such as Ohio Association of School Librarians, American Association of School Librarians, Summit County Association of School Librarians, and Educational Media Council of Ohio.

6.03 The Kindergarten Position

A. Kindergarten Eligibility

To be considered for the position of Kindergarten teacher, the appointee or applicant must possess a valid Early Childhood, Kindergarten-Primary (K-3), or Kindergarten-Elementary (K-8) Certificate, and the member should have a minimum of one-half (1/2) of the student teaching experience in a Kindergarten program.

B. Kindergarten Working Conditions

The Kindergarten teacher shall:

1. Have a certificated educational assistant when unusual circumstances arise such as:

    a. Assignment in two (2) buildings (the member shall make the determination as to which section the assistant shall be assigned).

    b. More than seventy (70) students per day in one (1) building. (A full-time assistant shall be assigned under these circumstances.)

    c. Pupils housed in a building other than a Public School classroom.

    When possible a kindergarten assistant shall be provided within five (5) work days from the time an unusual circumstance arises. Such assistant shall be used strictly as Kindergarten education assistant.

2. When a child study report is completed, the member, psychologist, parent and principal shall meet to confer on the report. If the conference occurs at a time not convenient to the member, the psychologist and member shall confer on the report.

3. Have responsibility for recommending retention of his students. The member shall meet and confer with the parents and offer reasons for the retention.

4. Have two (2) parent conferences per year.

5. Be provided at least thirty (30) minutes lunch period per day. Travel time between two (2) buildings shall not be part of the thirty (30) minutes.

6. Receive an annual supply allowance of $200 in addition to the per pupil allowance.

C. The Kindergarten teacher shall not be required to have lunch, bus, door (other than at their own room), hall, playground, or other duty.

D. Kindergarten Special Subjects

One (1) period of instruction per week, taught by a specialist, in either art, music or physical education will be provided for each Kindergarten teacher.

All-day Kindergarten children shall receive one (1) section of instruction per week in art, music, and physical education taught by specialists certificated in those areas.

E. A child shall not be placed in Kindergarten as an alternative to special education class placement, except in those instances where an IEP has been prepared and the IEP calls for mainstreaming.

F. Within the first six (6) weeks of school, two (2) substitute school days will be provided for each kindergarten teacher so that each kindergarten teacher can administer the state mandated kindergarten diagnostics to his/her students.

6.04 Pre-Kindergarten/Head Start Teachers

A. Work Day

The work day for Pre-K/Head Start teachers shall not exceed eight (8) hours. Whenever possible, it shall include a thirty (30) minute daily preparation period prior to each session and at the close of the student day. Pre-K/Head Start teachers are entitled to a duty free, uninterrupted thirty (30) minute lunch period between morning and afternoon sessions.

B. Student Assessment and Screening

Pre-K/Head Start teachers shall be provided up to five (5) days prior to the start of the school year for purposes of completing the initial student screen. Initial screening not completed by the first student day shall be completed not later than the end of the second full week of classes.

Pre-K/Head Start teachers shall conduct student assessment as required by program guideline. A member may opt to defer one day of extended time employment in the fall in favor of using the services of a substitute teacher for two days while conducting program assigned assessment. This option is contingent upon the availability of substitutes.

C. Home Visits and Conferences

Pre-K/Head Start teachers will make home visits in accordance with program guidelines. Home visits shall be held during the week prior to the students' first day and prior to May 30. For children entering the program after the designated set aside time for the initial home visit, the initial home visit for said children will occur at the Pre-K/Head Start teacher's discretion before the end of the school year so that at least one home visit per child will be completed prior to the date of the Prime Review. Members shall not be required to make home visits beyond the work day.

Pre-K/Head Start teachers will hold conferences on the scheduled APS Conference Days (Thursday evening, Friday morning). Members who complete the required conferences prior to each scheduled conference day shall be exempt from reporting to work on the scheduled Thursday evening conference time and the following Friday afternoon.

D. Staff Meetings/Inservice

Pre-K/Head Start teachers shall be included in all cluster staff meetings.

The district shall provide required training updates in the areas of First Aid, Communicable Disease and Child Abuse Identification during teacher inservice/staff development days. In lieu of First Aid Training provided by the Head Start office, members may attend the refresher training referred to in Section 3.31 herein. In the event that training cannot be arranged within the regular inservice schedule or within the work day, members shall be compensated at an amount pro-rated on their daily rate of pay for time spent in attendance at such classes. The district shall pay for the cost of these classes.

Members working in partnership sites requiring them to be part of the teacher-child ratio will be provided a substitute to enable them to attend the Citywide Inservice Day training.

E. Union Dialogue Day

Union Dialogue Day shall be scheduled monthly. Members shall be represented by the AEA Head Start Rep.

F. Mentoring Position

In the event mentoring positions are created by the administration of the Head Start program, said positions shall be filled on the basis of seniority. The rate of pay for extended time supplemental contracts, if any, shall be negotiated by the parties.

Pre-K/Head Start Teacher Transfers

A. Within the Head Start Program

Members may transfer within the program on the basis on seniority, certification and center vacancies. A list of known Head Start vacancies as of May 20 shall be distributed to members. Vacancies occurring between May 20 and August 15 shall also be available to members under this procedure. Members shall indicate their transfer preference by priority ranking Head Start Centers on the appropriate transfer form, which must be submitted to the program coordinator not later than June 1. No teacher shall be "bumped" from his/her current assignment to create a vacancy.

The program coordinator shall notify the member of the disposition of the transfer request not later than August 15.

B. Within the Akron Public Schools

Pre-K/Head Start teachers who possess a two-year associate or four-year bachelor degree, hold a valid Ohio Pre-K certification and who work a minimum of 32 weeks are considered to be regular contract employees, paid on a daily basis, and shall be issued limited one-year contacts. Members who hold an eight-year certificate shall be granted continuing contract status within the Pre-K/Head Start program.

Full-time teachers who possess a four-year degree, appropriate certification and who have worked at least one year in either the Head Start or Pre-K program may request transfer within the Akron Public Schools and shall be granted an interview by the Human Resources Department.

6.05 Physical and Occupational Therapists

A. In meeting staffing requirements, the Board shall, whenever possible, hire Physical Therapists (PT) and Occupational Therapists (OT) and Licensed Physical Therapy Technicians (LPTT) and Licensed Occupational Therapy Technicians (LOTT). Board employed therapists and assistants shall not be displaced by sub-contracted personnel.

B. LPTT and LOTT schedules will be recommended by PT's and OT's and will be submitted to the Director of Special Education. Board employed PT's and OT's shall have preference in site and caseload assignment on the basis of seniority. Schedules shall be planned to reduce travel time and distance between assignments. The number of sites serviced by a full-time therapist/assistant team should not exceed five (5). Exemptions to this limitation may be made by the Director of Special Education in consultation with the AEA President.

C. The number of students assigned per therapist shall be equitable with assignment influence by variables such as the number of sites and the severity of the students. Case loads shall be determined by the therapists under the supervision of the Director of Special Education who will resolve all conflicts or disputes. Case loads shall be reviewed annually to determine the necessity for staffing.

D. In buildings where students' therapy needs cannot be entirely met within the classroom, the Board shall, whenever possible, ensure that therapists and their assistants are provided separate and adequate facilities conducive to therapy in terms of lighting, ventilation and being free of health risks (i.e., student health clinics, diaper changing, bathroom or medical treatment areas).

E. Therapists and therapy assistants shall be provided adequate, locked storage space for equipment and testing materials as close as possible to the space in each building used to service students.

F. Physical therapists and occupational therapists shall be offered extended time (JC 604) as and when needed not to exceed one (1) hour per student contact day with quarterly prior approval of the Director of Special Education.

G. Therapists shall be provided with weekly coordination time totaling 360 minutes; coordination time is to be scheduled by the therapists with discretion to their case loads.

H. PT's and OT's shall have the right to recommend, to the Director of Special Education, best practice standards in servicing students with disabilities; they shall have the right to recommend the amount and nature of service delivery in cooperation with IEP teams. All services are subject to prior approval of the Director of Special Education.

I. An annual allocation of $500 for materials and supplies shall be provided each full time PT and OT team ("team" consisting of one PT and one LPTT or one OT and LOTT). Allocations for PT/OT assignments less than full time shall be figured relative to the ratio of the employment contract.

6.06 Interpreters

A. Full time interpreters assigned to secondary schools shall be provided a daily planning period. Full time interpreters assigned to elementary schools shall be provided 180 minutes unassigned time per week in blocks of not less than fifteen (15) minutes. Part time interpreters shall be provided with at least one hundred (100) minutes per week unassigned time in blocks of not less than fifteen (15) minutes.

B. Full time interpreters assigned to provide services outside of their contractual schedule shall be compensated at the extended time rate. Part time interpreters assigned to provide services outside their contractual schedule shall be compensated at their hourly rate.

C. Whenever an interpreter is absent, the Board shall provide a substitute interpreter. When, despite reasonable efforts, the administration is unable to provide a substitute interpreter, interpreters may be reassigned by the Director of Special Education or his/her designee to provide coverage. Interpreters will be provided compensation for services beyond their contracted schedule. Interpreters may volunteer to provide substitute coverage during their regularly scheduled planning period or lunch period. Interpreters shall be paid at the substitute interpreter hourly rate for each planning or lunch period for which they volunteer to cover.

D. When scheduling interpreters, the communication needs of the students will be taken into consideration. Interpreters may request a second interpreter in the same classroom for two students with different communication needs through the special education coordinator assigned to supervise the deaf/hard of hearing classrooms and students.

ARTICLE VII – RIGHTS OF THE AEA

The AEA shall have the exclusive association privileges enumerated in this Article.

7.01 New Staff Members

Names and addresses of newly employed professional staff members shall be provided to the AEA as early as practicable following Board approval of their contracts.

7.02 New Teacher Luncheon

The AEA may sponsor a luncheon for new teachers which may be held on one (1) of the scheduled new teacher orientation days. New teacher attendance shall be voluntary.

7.03 Written Communication

A copy of any written communication for the Administration Building, directed to all members of a building or department, shall be sent to the President and the AEA office at the time such written communication is distributed to the members.

Administrative personnel of the Akron Public Schools shall be provided copies, at the time of distribution, of the following: 1) Random Notes, 2) Akron Teacher.

7.04 Forms

All forms which require the signature of members shall be reviewed by the AEA and the Superintendent.

7.05 Professional Conferences and AEA Activities

The Superintendent shall authorize up to 125 days with pay per year to members elected to represent the AEA or chosen to serve on programs or in any official capacity at AEA meetings, conferences or conventions. Additional days beyond 125 may be granted to members elected to official bodies with whom the AEA may be affiliated.

Request for these absences shall be submitted to the Superintendent by the President.

7.06 Payroll Deductions

The employer shall provide deductions for AEA dues, Akron Teachers Political Action Committee contributions, Agency Fees, Liberty Mutual Group and United Teachers Associates Company.

The enrollment period for payroll deduction of membership dues shall be the first 45 days each school year. Authorization for payroll deduction for membership dues shall be on a continuing basis from year to year, unless a request for withdrawal is submitted in writing to the Treasurer, with a copy to the AEA. Payroll deduction for membership dues shall commence with the fourth (4^{th}) pay period.

7.07 Agency Fees

SECTION 1. No employee covered by this Agreement shall be required to become or remain a member of the AEA as a condition for securing or retaining employment with the employer.

SECTION 2. As of the effective date of this provision or sixty (60) days after being hired, whichever occurs later, any employee covered by this Agreement who chooses not to become a member of the AEA shall be obligated to pay the AEA a fair share fee in accordance with applicable law. Fair share fee payments shall also be made by any employee who is currently a member of the AEA but who discontinues membership in the AEA during the term of this Agreement.

SECTION 3. The fair share fee referred to above shall not exceed the amount of regular dues charged to full time employees who are AEA members. Substitutes shall pay a daily rate fair share fee for each day worked, not to exceed one (1) dollar per day, up to a maximum of one-half the fair share fee for full time employees. Tutors and other part time employees shall pay a biweekly fair share fee of five (5) per cent of the full time fair share fee, up to a maximum of one-half the fair share fee for full time employees.

SECTION 4. In accordance with applicable law, the AEA has established a written, internal fair share fee procedure (hereinafter the "AEA fair share fee procedure"). The AEA fair share fee procedure has been approved, as part of a class action settlement, by a federal district court of competent jurisdiction. The AEA shall annually notify the employer and AEA non-members of the AEA fair share fee procedure.

SECTION 5. The AEA retains the right to modify the AEA fair share fee procedure. All such modifications must be consistent with requirements of applicable law. The AEA agrees to provide written notice to the employer and to each AEA non-member of any modifications of the AEA fair share fee procedure which become effective during the term of this Agreement.

SECTION 6. Fair share fees as described in this provision shall be deducted by the Treasurer from the payroll checks of non-member employees and forwarded to the AEA on a bi-weekly basis in the same manner as regular membership dues are deducted and forwarded by the Treasurer for the AEA members under Section 7.06, Payroll Deductions, of this Agreement, except that written authorization for such deductions shall not be required from non-member employees, and except for substitute teachers, tutors and part time employees for whom a separate procedure is set forth under Section 3 of this clause.

SECTION 7. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee organization for religious reason pursuant to Ohio Revised Code 4117.09(c) shall not be required to join or financially support the AEA as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the AEA. In addition, any such employee shall furnish to the AEA written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or the fair share fee hereunder.

SECTION 8. The AEA hereby indemnifies the employer against any and all other forms of liability which may arise by reason of the employer's action in deducting and forwarding fair share fees pursuant to this provision. The employer and the AEA will cooperate fully in order to ensure the effective implementation of the AEA fair share fee procedure. In connection with the same, the employer will provide the AEA with the name, home address, and building assignment, if any, for any employee who is hired by the Board and who would fall within the AEA bargaining unit. Such notice shall be provided within seven days of hire.

7.08 Pay Plans

Effective with the FY07 school year, the Board shall pay salaried members salaries over twenty-four equal bi-monthly payments with payment dates on the 15th and the last day of each month. Salaried members will not have the option of the regular 19-pay plan.

Members assigned to time schedules 380, 381, 390, 391, 401, and 411 are scheduled to receive the first payment on the fifteenth of September and the twenty-fourth payment on the last day of the following August.

Members assigned to time schedules 402, 412, 414, 422, 423, 442, and 450 are scheduled to receive the first payment on the last day of August and the twenty-fourth payment on the 15th of the following August.

Members assigned to time schedule 462 are scheduled to receive the first payment on the fifteenth of August and the last day of the following July.

If the 15th of the month or the last day of the month falls on a Saturday or a Sunday, payment will be issued on the previous Friday. If any scheduled payment date is a banking holiday, payment will be made the banking day just prior to the bank holiday.

The amount of each bi-monthly payment will be calculated by multiplying the number of days in a member's time schedule times the daily rate of pay then divided by twenty four. The daily rate is determined by dividing the annual salary by the number of days in a member's time schedule. The daily rate is the rate that will be used to dock member's wages for any days that are unpaid (i.e., unpaid personal illness, etc.)

The bi-monthly payment may be adjusted from time to time due to modification in member contracts as follows but are not limited to the following:

- Members who begin work after the starting date assigned to their time schedule
- Members who stop work before the ending date assigned to their time schedule due to retirements, resignations, leaves of absence, etc.
- Members who are re-classified mid-year
- Unpaid days (i.e., unpaid personal illness, etc.)
- Members who receive retroactive degree change adjustments and step adjustments
- Members who receive degree change adjustments effective with the 2nd semester.

Payments on or about the 15th of the month will reflect absences for the period beginning the 16th of the previous month and ending the last day of the previous month. Payments on or about the last day of the month will reflect absences for the period beginning the 1st of the current month and ending the 15th of the current month.

Member's IRC section 403(b) and section 457 contributions will be deducted twenty four times effective with the FY07 school year. Contribution amounts in place at the beginning of the FY07 school year will be recalculated based on 24 deductions. Member's health care contributions will be deducted twenty four times effective with the FY07 school year.

This section does not apply to tutors, hourly teachers, substitute teachers, or any other member who is not compensated on a salary basis.

Without impairing any other portion of this agreement and consistent with this provision, members separating themselves from employment with the Board will be paid any balance owed for unpaid salary within fifteen (15) days from the date of separation.

7.09 Use of School Mails and Bulletin Boards

The AEA shall be authorized to use the school mails and members' mailboxes for AEA business. The AEA office shall be part of the "pony" (regular school mail route).

The principal in each building shall designate a bulletin board in that building for the exclusive use of AEA and the employer. The bulletin board shall be located in an area readily accessible to and normally frequented by the members.

7.10 Use of School Facilities and Equipment

The AEA shall have the right to use school facilities and equipment when such facilities and/or equipment are not otherwise in use. The use of such facilities and/or equipment shall be for AEA business. Supplies necessary for the use of equipment shall be furnished or paid for by the AEA.

7.11 AEA Business

The AEA may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction.

The President and/or his representative shall be permitted to visit schools to investigate working conditions, teaching complaints or problems, or for other purposes related to AEA business. The President and/or his designate shall follow normal visitation procedures.

When a custodian is on duty, the building may be utilized without cost to AEA. At all other times, the AEA may use the building according to the regulations established by the Office of Business Affairs.

A member may, if he deems necessary, request the presence of an AEA representative at any conference (other than those sessions scheduled for the purpose of discussing a member's year-end evaluation or classroom observation). When such a request is made, the conference shall not proceed until the representative is in attendance.

7.12 Extra Duties for Building Representatives

Building Representatives of the AEA shall carry a full instructional load. In the Secondary, they shall not be assigned a homeroom or duty; in the Elementary, they shall not be assigned to duty before or after school or at the lunch period.

AEA Building Representatives shall be limited to one (1) representative for each forty (40) members and one (1) for each additional major fraction thereof.

7.13 Release Time for the AEA Building Representative

The AEA Building Representatives meetings shall be scheduled at a time other than the regular monthly professional staff building meetings. They shall also be scheduled so that they do not conflict with the closing of school. These meetings are customarily held on Thursdays. Building Representatives, elected officer and committee chairmen shall be excused from other building meetings to attend the monthly Building Representatives meeting.

7.14 Financing of the Public Schools

The Superintendent or an appointed committee shall meet yearly with representatives of the AEA to discuss the financial position of the schools. Such discussion shall occur each May and/or prior to a determination to seek additional financial support of the electorate.

7.15 Joint Professional Problems Committee

The Joint Professional Problems Committee shall be composed of four people selected by the Superintendent (one of which shall be the Executive Director – Human Resources) and four people selected by the President.

The committee shall meet regularly, at least once a month, throughout the calendar year except that meetings may be canceled by mutual agreement of the Executive Director – Human Resources and the President.

The committee shall attempt to resolve any problems, general or specific, which have system wide implications, and which are brought before the committee by either the Executive Director – Human Resources and the President.

Accords reached through committee discussion which require distribution outside the committee membership may be summarized in written statements of agreement and signed by both the Executive Director – Human Resources and the President.

7.16 AEA President and/or Vice President

The AEA President and Vice President are teachers and employees of the Board. The Board shall pay the President and Vice President their base teaching salary plus an annual amount equal to 20% and 10% respectively of their base salaries. For purposes of summer employment, the President and Vice President shall be assigned extended time contracts and the Board shall pay said extended time at the negotiated summer school hourly rate. The AEA shall reimburse the Board for the total cost of the President and Vice President, including the cost of fringe benefits and retirement, except that the Board shall pay its share of retirement costs for the President and Vice President.

The President and Vice President shall retain full member rights under the Collective Bargaining Agreement.

7.17 Rights of Members Under This Agreement

All existing Board policies, instructions, or handbooks shall in no way limit the rights granted members in this contract. Any portion of an existing document inconsistent with the provisions of the contract shall be modified or deleted to correct the inconsistency.

7.18 Student Activity Passes

All members shall be entitled to attend without charge, all student activities including athletic events. Tickets shall be issued stamped "faculty" and must be picked up by the member at the building office at least one (1) day prior to the event.

Events under the sponsorship of the Ohio High School Athletic Association and City Championship games shall be excluded.

7.19 Electronic Payroll Deposit

Electronic deposit of pay shall be the standard form of payment in the Akron Public Schools for employees hired on or after July 1, 2005. Members may select any local banking institution for electronic deposit.

ARTICLE VIII – SALARIES

8.01 Salary Schedule and Index

A. The Salary Schedule and Index currently in effect and approved by the Board in the Schedule of Salaries is available from the Department of Human Resources.

B. The Akron Board of Education agrees to the following condition of settlement with the Akron Education Association effective July 1, 2010 through June 30, 2012.

1. July 1, 2010

a. The salary schedule for the 2010-11 school year shall remain the same as the salary schedule in effect for the 2009-10 school year.

b. All bargaining unit members employed as of November 1, 2010, will receive a one-time lump sum payment equal to two percent (2%) of the employee's 2010-11 regular salary. The lump sum payment shall be made not later than December 31, 2010. Members whose primary assignment is under one of the job codes listed below shall receive the lump sum payment equal to two percent (2%) of their primary assignment wages earned under that job code during the 2010-2011 school year.

006	021	054	065	424
015	024	060	125	428
016	033	061	129	577
017	045	062	130	
018	050	063	131	

For purposes of calculating the wages earned on which two percent (2%) will be applied, excluded from the wages earned during the 2010-2011 school year are all payments for supplemental contracts, extended-time contracts, hourly extended-time, bonus days, building-level substitute, workshop stipends, summer school, and all secondary assignments.

The one-time payment shall be equal to two percent (2%) of the 2009-2010 earnings for members whose primary assignment in 2009-2010 was under one of the job codes listed below.

039	454
043	483
451	484a
452	973
453	976

2. July 1, 2011

The salary schedule for the 2011-12 school year shall remain the same as the salary schedule in effect for the 2009-10 school year.

8.02 Longevity Increments

Years of Service For Salary Purpose	Amount Effective 07/01/05
15.5	9.0%
16.0	10.0%
19.5	10.5%
20.0	11.0%
23.5	11.5%
24.0	12.0%
26.5	12.5%
27.0	13.0%
29.5	13.5%
30.0	14.0%

8.03 Counselor, Librarian and Psychologist

The Counselor ratio shall be 1.10 of the actual salary grid. Counselors shall submit their extended time [ten (10) days] schedule to the building principal not later than August 1. Not more than seven (7) of the ten (10) days shall be scheduled at the beginning or end of the regular school year. Counselors' payroll periods shall not be affected by the manner in which extended time days are scheduled.

The Librarian shall be paid two (2) percent of actual salary for each additional week beyond the thirty-eight (38) weeks within the school calendar.

The starting salary for a psychologist shall be established at the time of appointment. The annual earned increment shall be $580. The maximum salary for the job classification shall be determined by using the maximum salary for a Master Degree and multiplying by the ratio of 1.175.

8.04 Substitute Teacher

Substitute teacher pay shall be as follows:

	2010-2011 2011-2012
Per day	$104.05
Per half day	56.06
Per day after five days	148.30
Per half day after five days	79.85

When a substitute teacher has been assigned to a specific position for a period of forty-five (45) days or more (long-term sub), the Board shall grant sick days and all other fringe benefits enjoyed by teachers. Salaries paid to long-term subs shall be determined by the substitute's training level on the salary schedule at the zero service credit level. Health care benefits shall remain in force through the end of the month during which the long-term assignment ended.

Daily substitutes shall accumulate sick days at the rate of one (1) day per every sixteen (16) days of substitute service. Sick days shall be accumulated in half-day increments, one-half (1/2) day for every eight (8) days of service. Accumulated sick days may be used when the substitute is unable, for reasons of illness, to report to an assignment. Sick days may be taken during a multiple-day assignment. A sick day may only be used in cases where the substitute secured an assignment for a minimum of twelve (12) hours prior to the start of the assignment. Sick day usage will be limited to no more than three (3) days each school year.

When substitutes are required, every effort will be made to place a substitute who possesses a major in that field in the position.

The Board shall tender one year limited contracts to all persons employed as substitutes, who must possess proper certification for the grade and subject they are to teach. Said contracts shall designate employment "for assignment as services are needed to take the place of regular teachers." The rates of compensation for daily substitute teachers appear in Section 8.04 of this Agreement. Substitutes who are eventually tendered regular teaching contracts shall be granted up to five (5) years credit on the salary schedule under the appropriate training lane.

Long-term substitutes whose assignment includes a last work day prior to a holiday or vacation period shall be paid for the holiday(s).

Substitute teachers shall have the opportunity to read any material which may be considered derogatory to the substitute's conduct, service, character, or personality, before it is dated and placed in his/her personnel file.

The Department of Human Resources shall notify a substitute within five (5) working days of any written complaint by a parent, student, or school employee which may become a matter of record or lead to a substitute's exclusion from assignment to a school. Only signed written complaints can become a matter of record; however, a printed email from a principal or teacher is acceptable.

Substitute teachers shall have the right to respond to any such complaints in writing and to have the response attached to all copies of the complaint kept on file by the Board. A substitute may appeal any decision by the Department of Human Resources to exclude him/her from assignment to a building as the result of a complaint. Appeals must be filed with the Director of Human Resources within five (5) work days following the notice of exclusion. The Director of Human Resources shall issue a finding within five (5) work days following receipt of the appeal. A substitute may grieve a decision to exclude him/her from assignment to a building following the appeal process with the written consent of the association or its president.

8.05 Extra Pay for Extra Duty

If, in the opinion of the building principal, a conflict exists between a member's obligation related to a supplemental contract and the member's obligation related to his/her full time employment, the principal may request the Joint Professional Problems Committee to establish clear direction and priority between the conflicting obligations. If the Joint Professional Problems Committee is not scheduled to meet before the conflict must be resolved, the Executive Director, Human Resources, and the President shall resolve the conflict.

The percentage shall be applied to the minimum salary of a Bachelor degree teacher as of each September.

Unless specified otherwise, buildings shall be eligible for only one supplemental in each job code.

High School

Athletic Director	15%
Assistant Athletic Director	6%
Audio Visual Coordinator, non CLC	5%
Band, Marching Director	17%
Band, Marching Assistant Director	9%
Baseball, Coach	12%
Baseball, Junior Varsity Coach**	8%
Baseball, Freshman Coach**	8%
Basketball, Coach (Boys & Girls)	20%
Basketball, Junior Varsity Coach (Boys/Girls)**	10%
Basketball, Freshman Coach (Boys/Girls)**	7%
Bowling	4%
Cheerleading Supervisor	10%
Cheerleading, Assistant Supervisor	6%

Cross Country, Coach (Boys/Girls)	8.5%
Debate Coach*	8.0%
Diving Coach	9.0%
Drama, Coach	9%
Football Coach	20%
Football, Junior Varsity Coach**	12%
Football, Assistant Coach (2 per school)**	12%
Football, Freshman Coach	10%
Future Educators Club Advisor	4%
Golf, Varsity Coach	8%
Golf, Junior Varsity	3%
Gymnastic, Coach**	8%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Vocal Director	8%
Music, Concert Band	7%
Music, Jazz Band	7%
Music, Orchestra	5%
National Honor Society Advisor	4%
Newspaper Advisor (7 issues)	4%
Senior Class Advisor	4%
School Treasurer	12%
Soccer, Varsity Coach	12%
Soccer, Junior Varsity Coach**	8%
Soccer, Freshman**	8%
Softball, Varsity Coach	12%
Softball, Junior Varsity Coach**	8%
Softball, Freshman Coach**	8%
Student Council Advisor	7%
Swimming Coach	9%
Swimming, Assistant Varsity Coach	6%
Technology Coordinator, non CLC	3%
Technology Coordinator, CLC	8%
Tennis, Varsity Coach	9%
Tennis, Assistant Varsity Coach	3%
Track, Varsity Coach	12%
Track, Assistant Varsity Coach	8%
Track, Freshman Coach	8%
Volleyball, Varsity Coach	12%
Volleyball, Junior Varsity Coach	8%
Volleyball, Freshman Coach**	8%
Wrestling, Varsity Coach	15%
Wrestling, Junior Varsity Coach	9%
Wrestling, Freshman Coach	7%
Yearbook Advisor	6%

* Applies only to schools with a charter or eligible for a charter.

** In order to qualify for compensation in these areas, it will be necessary to submit a schedule and program to the Director of Interscholastic Athletics no later than November

Middle School

Activity Supervisor (1 per 200 students)**	5%
Audio Visual Coordinator, non CLC	4%
Basketball Coach	8%
Director, Intramurals*	5%
Drama Coach	3%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Instrumental Director	4%
Music, Instrumental Strings Director	4%
Music, Vocal Director	4%
Newspaper Advisor	2%
School Treasurer	8%
Soccer Coach	8%
Softball, Coach	5%
Technology Coordinator, non CLC	2%
Technology Coordinator, CLC	6%
Track Coach	8%
Volleyball Coach	6%
Wrestling Coach	8%

* The Director of Intramurals will be required to submit a plan for the Intramurals program by October 1 to the Director of Interscholastic Athletics.

The program shall reflect the year's activities, the estimated number of participants for each segment of the intramural program and the time and location of the activities.

** Activity Supervisors are assigned on the basis of the average daily membership specified on the February abstract of the previous school year; 1 for each 200 students in attendance. Fractional equivalents are not provided.

All teachers receiving compensation for additional duties outside their regular contract are required to carry a normal daily work load. Exceptions:

1. Varsity coaches in each high school are to be provided with an additional conference period during the months in which the activity is occurring. When possible, the additional planning period should be scheduled for the final period in the school day. Coaches shall be required to teach six (6) periods per day.

2. The Athletic Director and the School Treasurer in each high school shall teach five (5) periods per day. Assignments to a study hall or homeroom shall not be made. Deviation from these provisions shall require the approval of the President.

3. The Intramural Director in each middle school shall be assigned six (6) teaching periods and a special duty period daily. The Intramural Director shall not be assigned a homeroom responsibility.

4. The School Treasurer in each middle school shall carry a normal teaching load; he shall not be assigned a homeroom or a special duty period.

Elementary School

Activity Supervisor (minimum of 2 per building or 1 per 100 students or major fraction thereof, whichever is greater)	5%
Art, Building Coordinator (one per building)*	2%; 4% if no classroom
Audio Visual Coordinator, non CLC	3%
Breakfast Coordinator	3%
Combination Class Teacher	6%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Vocal Director (One per building)	2%; 4% if no classroom
Safety Patrol	5%
Technology Coordinator, non CLC	2%
Technology Coordinator, CLC	5%

* A supplemental contract in the amount of two (2) or four (4) percent of the BA minimum, in accordance with the above schedule, shall be offered to an art teacher in each elementary school. Specific responsibilities within the context of building-wide displays shall be mutually determined by the contract recipient and the building principal. If the art teacher declines the supplemental contract, the contract with the same expectations shall be offered to other staff members in the building. Where mutual agreement is not able to be reached, the issue may be referred to the Joint Professional Problems Committee by the Executive Director, Human Resources, or the President.

All extended time contracts, with the exception of guidance counselors (JC 054 and 055) shall be issued as supplemental contracts.

In addition to the percentages listed above, members who hold supplemental contract positions shall be granted longevity increments of 10 percent. Longevity increments shall be applied at the beginning of the member's sixth consecutive year of service in any one supplemental contract or combination of supplemental contracts.

One year's credit shall be granted to a member for each year in which a supplemental contract was held. Members who hold more than one supplemental contract during a year shall receive only one year's credit for the year in which multiple contracts were held.

Additional supplemental contract positions shall not be established without the consent of the President.

8.06 Mileage

The rate of reimbursement shall be the amount per mile established by the Internal Revenue Service, in effect as of July 1, for each succeeding school year but not less than $5 for each authorized athletic trip in which students are transported.

Mileage payments for the performance of supplemental contract duties shall not be made from individual team or activity budgets but shall be paid by the Treasurer up to $1,000 per school year in any middle school or $1,500 per school per year in any high school.

This provision shall not prohibit additional expenditures of funds from individual school, team or activity budgets.

Members who are required to travel to fulfill job responsibilities (inservice or staff meeting out of their building, assignment to two or more buildings, etc.) and members who transport students to authorized activities relating to the curriculum (excepting member-planned field trips) shall be entitled to the per mile reimbursement rate established by the Internal Revenue Service.

8.07 Board Pickup of Member Contributions to STRS

A. For purposes of this section, total annual salary and salary per pay for each member shall be the salary otherwise payable under this Agreement. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a pickup of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combines expenditures for members' total annual salaries otherwise payable under this Agreement as amended (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Treasurer shall compute and remit the employer contributions to STRS based upon total annual salary, including the pickup. The Treasurer shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the pickup. The Treasurer shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Treasurer shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

C. The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

D. The pickup shall apply to all payroll payments made after the adoption of this Agreement.

8.08 Combination Class Pay

Any member in grades one through six who is assigned a combination class shall receive a supplemental contract at the rate of 6% annually.

8.09 Changes in Training Levels

Members who advance a training lane on the salary grid shall be compensated for such advancement effective the payroll date following Board approval. In order to qualify for a change in salary rate at the beginning of the school year, a member shall be required to submit an official transcript to the Department of Human Resources not later that September 15. In order to qualify for a change in annual salary rate for the second semester, the member shall be required to submit an official transcript to the Department of Human Resources not later than January 15.

Members may earn credit on the salary schedule for coursework completed through distance learning programs. In order to be eligible for credit on the salary schedule, the coursework must be offered through an accredited institution and the distance learning provider must be on the approved list of providers on file with the Local Professional Development Committee. Any distance learning coursework through institutions not on the LPDC approved list of providers shall not be eligible for credit on the salary schedule.

Effective July 1, 1992, credit shall not be granted for correspondence courses in any calculation for advancement on the salary schedule. Correspondence courses are courses of instruction completed entirely through the mail, including the sending of lessons and examinations. Independent study shall not be considered correspondence course work.

Credit earned through correspondence course work prior to July 1, 1992, shall not be affected by these provisions. Disputes arising under this section shall be referred to the Joint Professional Problems Committee before a resolution is sought through the grievance arbitration procedures herein.

For purposes of advancement on the training lanes, occupational and physical therapists may apply continuing education units earned through licensure requirements and/or through self-study programs sponsored by their respective professional organizations and approved through an accredited college or university. Said CEU's (ten (10) contact hours is equivalent to one (1) CEU) shall be converted to graduate credit hours for purposes of advancement on the scale, three (3) CEU's being equivalent to one (1) graduate hour. The equivalent number of hours which may be earned shall not exceed thirty (30). Therapists may apply up to thirty (30) CEU's approved through the AEA-APS LPDC toward the thirty (30) graduate hour requirement.

8.10 Vacation

A. Full time members in the Adult Vocational School and Family Life who work at least forty-eight (48) weeks each year and full time hourly compensated employees who work time schedule 522 shall earn paid vacation in accordance with the following schedule:

Less than one (1) year	One (1) day per month (to ten (10) days)
1-4 years	Two (2) weeks (ten (10) days)
5-13 years	Three (3) weeks (fifteen (15) days)
14 years	Four (4) weeks (twenty (20) days)
15 years	Twenty one (21) days
16 years	Twenty two (22) days
17 years	Twenty three (23) days
18 years	Twenty four (24) days
19 or more years	Five (5) weeks (Twenty five (25) days)

Vacation is taken in the period January 1 to December 31 subsequent to the period in which is was earned.

B. Application shall be made in writing and forwarded to the Department of Human Resources on the "Request for Approval and Authorization of Annual Vacation." Application should be made at least two (2) weeks in advance.

C. No more than 5 vacation days may be taken when school is in session. The balance of vacation shall be taken when classes are not in session and must be approved by the Superintendent or his designee. Authorization for vacation shall not be unreasonably withheld.

D. When qualified substitutes are not available, part time instructors may volunteer to substitute. Additional hours accrued as the result of substituting shall not be used to qualify the part time member for full time status and/or fringe benefits.

8.11 Hourly Compensated Teachers

Hourly teachers are those compensated on an hourly basis who serve in hourly rated vocational programs, adult education, family life, or similar programs. Hourly compensated teachers shall not be used to conduct classes normally staffed by regular salaried day-school teachers.

Hourly teachers who possess a degree and full certification and who work full-time (see Section 3.01M) are considered to be regular contract employees, paid on an hourly basis, and shall be issued limited (one-year) contracts, unless the member possesses an eight-year professional certificate. Teachers in the Adult Vocational Services Program are eligible for transfer to a regular day school vacancy and shall have all the benefits extended to other members of the bargaining unit. Sick days shall be accumulated in half-day increment, one-half (1/2) day for every eight (8) days of service. Holidays shall be paid in accordance with the time schedule worked. Full-time hourly teachers shall be granted a year of service for each year worked under the full-time hourly contract.

Other teacher (part-time) in such programs shall be extended a contract which specifies part-time employment at the hourly rate specified elsewhere in this Agreement. Sick days shall be accumulated in half-day increments, one-half (1/2) day for every eight (8) days of service. Holidays shall be paid in accordance with the time schedule worked.

Teachers in the following job codes shall be issued contracts which specify the hourly rate of pay. In addition, effective July 1, 1994, teachers in the job codes listed shall be placed on the appropriate service credit level for their respective job codes.

Job Codes 039, 452, 454

Step	7/1/07	7/1/08
0	$24.94	$25.69
1	$25.25	$26.01
2	$25.43	$26.19
3	$25.76	$26.53
4	$26.10	$26.88
5	$26.44	$27.23
10	$27.51	$28.34
15*	$28.61	$29.47
16	$30.74	$31.66

20	$31.01	$31.94
24	$21.29	$32.23
27	$31.57	$32.52
30	$31.85	$32.81

*This step is to be eliminated. It would apply only to any member reaching this step for 2007-2008.

8.12 Tutors

Tutors are teachers in day-school programs employed to supplement instruction and are paid an hourly rate. Tutors shall not be used to perform work which is normally performed by regular salaried day-school teachers, nor shall they be used in adult programs where high school course credit is given.

Tutors shall be assigned a paid daily planning period within their twenty-four (24) hour workweek. They shall not be assigned homeroom or duty. In addition to their normal workday, tutors may elect to take a non-paid thirty (30) minute lunch period.

The parties recognize that tutors are hourly employees, and as such tutor work responsibilities shall not exceed levels that may reasonably be completed within the workday. Disputes arising under this provision shall be referred to the Joint Professional Problems Committee for resolution before being addressed through the grievance procedures herein.

Tutors shall be considered full-time if they qualify for such designation by virtue of the definition in Section 3.01 M. Full-time tutors are entitled to the fringe benefits extended to regular contract teachers and hourly teachers.

Tutors shall be given credit on the salary schedule for experience earned on or after September 1, 1985, which will be in accordance with time Schedule 380. Tutors employed less than five and one-quarter (5 ¼) hours per day shall earn one-half (1/2) day of service credit. Tutors employed for five and one-quarter (5 ¼) hours per day shall earn one (1) day of service credit for each day worked.

8.13 Co-Curricular Transportation Allowance

Effective with the 1989-1990 school year, each cluster will be provided up to $9,000 per year to be used for co-curricular activity transportation. The use of each cluster's co-curricular transportation allowance shall be determined by the cluster principals in consultation with their coaches and other activity advisors.

8.14 Additional Speech/Hearing Therapist and Psychologist Funded Through Medicaid Reimbursement

If the Board receives $500,000 or more in Medicaid reimbursement during any fiscal year, an additional speech therapist and psychologist shall be hired for the subsequent school year. Should the Board receive less than $500,000 during any year in which an additional therapist is employed, the Board may reduce this position.

In the case of a reduction, the member holding the position shall be released from assignment as described in the provisions of Section 3.13D.

In no case shall a more senior therapist be forced into an alternative teaching area as a result of this reduction.

8.15 Intervention Specialist IEP Day/Supply Allowance Option

One day of substitute coverage, in the months other than September or May, will be provided to each full time intervention specialist for the purpose of completing paperwork related to IEP's. Members may waive the provision of substitute coverage in return for a supply allowance equivalent to the cost of a daily substitute. This option must be requested during September of a school year with payment made prior to December 1 of that school year.

Intervention Specialists who have completed IEP's for all students assigned to them shall be excused from attending Parent-Teacher Conferences/Home Visits or Report Card Pickup Conferences.

8.16 JROTC

Non-degreed JROTC instructors shall receive an annual salary from the Board equal to the minimum instructor pay as stipulated by the United States military.

Degreed JROTC instructors shall be placed on the teacher salary schedule under the column of the degree held at the most proximate salary above the minimum instructor pay. Degreed JROTC instructors shall earn annual increments and are eligible to move horizontally on the salary schedule so long as the hours/CEUs earned that would qualify for a degree change adjustment are approved in advance by the LPDC.

Any increase in the minimum instructor pay which occurs after the salaries for JROTC instructors have been set for a school year and which exceeds that salary shall be payable to the instructor in a lump sum prior to September 1 of the following school year.

The Board shall submit to the military a 230 day time schedule for all JROTC instructors.

8.17 Class Coverage

A. When, despite reasonable efforts, the administration is unable to provide a substitute teacher, the Department of Human Resources will make a determination that a substitute cannot be secured.

B. Members may volunteer to perform substitute class coverage duties.

1. In secondary schools, members may cover classes during their regularly scheduled conference or lunch periods.

2. In elementary schools, members may absorb a portion of the uncovered class.

C. Compensation for voluntary class coverage shall be calculated as follows:

1. In secondary schools, members shall be paid at the rate of one-fifth (1/5) or twenty percent (20%) of the daily substitute rate of pay for each class covered, limited to two (2) classes per day.

2. In elementary schools, members shall be paid a prorated amount of the substitute teacher rate, based upon the percentage of students from the uncovered class absorbed into their classroom.

D. Payment for class coverage shall be made at the end of each semester, based upon the Class Coverage Report which the building administrator submits to the Treasurer, listing the names, dates, percentages (elementary), and number of classes covered.

E. The building administrator shall solicit on an annual basis, during the first fifteen (15) work days, the names of members willing to volunteer for class coverage. The names of secondary school volunteers shall be listed by periods available.

F. Coverage assignments shall be distributed on an equitable basis among the members who have volunteered in each building.

G. Disputes arising under this section shall be referred to the Joint Professional Problems Committee before a grievance is processed.

H. The Board shall make every attempt to provide substitute educational assistants for special education classes. When a substitute assistant is not provided, the special education teacher shall be paid the substitute assistant daily rate.

8.18 Licensed Physical Therapy Technicians (LPTT) and Licensed Occupational Therapy Technicians (LOTT)

Positions shall be full time and the duty day shall conform to the teacher day for the applicable level (elementary, middle or senior high). LPTT's and LOTT's will provide services under the supervisor of PT's and OT's respectively, under existing professional guidelines. Benefits shall be provided to these classifications in the same manner as full-time members.

Wage Rates for LPTTs and LOTTs are as follows:

Step	7/1/07	7/1/08
1	$26,758	$27,561
2	$28,230	$29,077
3	$29,786	$30,679
4	$30,194	$31,100
5	$30,604	$31,523
6	$31,117	$32,051
7	$31,424	$32,367
8	$31,855	$32,810
9	$32,285	$33,254
10	$32,716	$33,697
11	$33,146	$34,141
12	$33,478	$34,482
16	$36,826	$37,930
20	$37,160	$38,275
24	$37,495	$38,620
27	$37,830	$38,965
30	$38,165	$39,310

8.19 Part-time Sick Leave Accrual

Full-time contract salaried teachers who also hold part-time hourly positions shall accrue sick hours based on the number of hours worked in the part-time assignment per month. At present, the job codes included under this provision are 039, 411, 453, 524, 526, 530, 535, 538 and 752.

Accrued sick hours can only be used to pay for a personal illness or family illness absence from the part-time assignment. The appropriate number of hours will be paid to the member and the member's accrued sick hours will be reduced by a corresponding number of hours.

Sick days accrued by the member's full-time assignment cannot be transferred to sick hours to pay for a personal illness or family illness absence from the part-time assignment in the case where there are insufficient sick hours accrued to pay for the absence from the part-time assignment.

Sick hours accrued by the member's part-time assignment cannot be transferred to sick days to pay for a personal illness or family illness absence from the full-time assignment in the case where there are insufficient sick days accrued to pay for the absence from the full-time assignment.

In the case of more than one part-time assignment which accrues sick hours, all sick hours accrued will be combined and will be available for use to pay for personal illness or family illness absences from either part-time assignment.

The maximum number of sick hours which can be accrued in a part-time assignment will be determined by bargaining unit contracts in effect at the time.

Sick hours will not be included in the sick day balance used to calculate a member's severance payment at the time of retirement.

Absences from a member's part-time assignment due to personal illness or family illness will not be counted in determining years of perfect attendance for severance payment purposes.

8.20 Master + GSH/CEU Lane

The Board shall establish a salary lane titled Master + GSH/CEU Lane on which a member will be placed after completing any combination of graduate credit hours and continuing education units approved by the APS-AEA LPDC which are equivalent to eighteen (18) graduate semester hours. For purposes of this section, ten (10) contact hours are equivalent to one (1) CEU and three (3) CEU's are equivalent to one (1) graduate credit hour.

Salaries in such lane shall be equal to fifty percent (.50) of the difference between respective salaries in the Master Degree and the MA + 18 lanes for steps zero (0) through eleven and one-half (11.5). Beginning at step twelve (12) the lane shall increase to seventy-five percent (.75) of the difference.

8.21 Speech Language Pathologists (SLPs)

Up to 200 hours during the summer months shall be set aside for SLP extended time employment to evaluate those students whose MFE's are conducted during the summer. The Director of Special Education or his designate shall create summer extended time schedules, including caseloads and sites, to meet assessment needs. Extended time schedules will be assigned to the most senior SLP's expressing a desire for extended time employment.

Any additional extended time request by SLP's during the regular school year shall be submitted to the Director of Special Education for consideration and review.

An annual allocation of $100 for materials and supplies shall be provided each full-time SLP.

8.22 Elementary Classroom Supply Allowance

All regular and special education classroom teachers in grades 1-5 shall receive an annual supply allowance of $150 effective July 1, 2004, in addition to the board per pupil allowance. This allowance is for the purpose of purchasing teaching supplies through the warehouse or through private vendors. A principal who questions the appropriateness of an expenditure under this provision may refer the matter to the Joint Professional Problems Committee for resolution prior to reimbursement for the expense.

Regular classroom teachers in grades 1-5 who are employed after October 10th and before February 1st shall be eligible for one-half (1/2) of the annual supply allowance.

Personal purchase orders (PO's) must be requested by October 1st. PO's to vendors may be requested by April 1st. Receipts or signed receiving copies of the PO's must be submitted for reimbursement of payment by May 15th.

Unexpended funds will be liquidated at the end of each fiscal year.

ARTICLE IX – FRINGE BENEFITS

Hospital, Surgical and Major Medical Insurance, and Prescription, Vision, Dental and Term Life Insurance shall be provided to full time members only unless specified otherwise hereunder.

9.01 Hospital, Surgical and Major Medical Insurance

Hospital, Surgical and Major Medical Insurance shall be provided at Board expense with the appropriate member co-pays and deductibles specified below for all full time members and their dependents unless the member notifies the Board's Insurance Department of his intent not to be provided such coverage. This is to include currently negotiated preferred provider organization (PPO) plans as offered under Aultcare, Medical Mutual Super Med Plus and SummaCare and one closed-panel HMO plan (currently Kaiser Permanente). Coverage under each plan is on file at the offices of the Board of Education and the Akron Education Association.

Member deductibles for major medical insurance shall be as follows:

In Network		Out of Network	
Single	Family	Single	Family
$150	$300	$300	$600

* For members of the bargaining unit, salary is the base salary the member would be paid as a classroom teacher.

Mutual Health Services shall be eliminated as a provider effective November 1, 2005. Enrollees in Mutual Health will be offered an opportunity to enroll in one of the remaining plans.

Kaiser Permanente HMO Option II

Kaiser Permanente Option II coverage will be offered in accordance with the official plan on file at the offices of the Akron Board of Education and the Akron Education Association.

When both husband and wife are employed by the Board, the Board shall provide primary and secondary coverage.

There shall be no reduction of benefits, deductibles or changes in the exclusions to the above without mutual consent of the parties.

For members enrolled under the health coverage program, there shall be included a Second Surgical Opinion and Pre-Admission Certification program. The Pre-Admission Certification program shall exclude any notification requirements in the event of emergency admittance.

9.02 Term Life Insurance

Term Life Insurance shall be provided at Board expense for all full time members and tutors and part time hourly teachers who work 20 or more hours per week.

The face valuation of the term life policy will be 1.25 times the member's annual salary, rounded to the nearest $1,000. The annual salary is defined as the basic contract rate not including supplemental contracts for teachers or other additional payments. For tutors and part time hourly teachers, the face valuation of the term life policy will be $25,000.

Members shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents, subject to approval of the carrier.

Insurance shall be purchased in increments of $5,000 and shall cost the member the per thousand rate charged the Board by the carrier.

There shall be an annual September enrollment period for purchases of such term life insurance. Payment for the insurance shall be through payroll deduction in ten equal payments commencing with the fourth pay period.

9.03 Income Protection Insurance

Payroll deductions for Income Protection Insurance shall be provided by the Board through the Treasurer for all members.

9.04 Tax Sheltered Annuities

The Board through the Treasurer shall provide a payroll deduction for all members who wish to participate in a Tax Sheltered Annuity Program.

The various annuity carriers shall not be permitted to solicit individual members during the work day or on Board property.

The Board and the Treasurer shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

9.05 Prescription Insurance

The Board shall provide a Family Coverage program of prescription insurance based upon the following table of deductibles and out-of-pocket maximums:

Generic	Name Brand	Out of Pocket Maximum
$5	$15	$900

* For members of the bargaining unit, salary is the base salary the member would be paid as a classroom teacher.

The deductibles above shall apply to prescriptions filled at retail outlets as well as mail order prescriptions.

The Plan shall cover oral contraceptives regardless of medical necessity.

The Board may provide prescription insurance through a preferred provider arrangement with any provider who has at least fifty (50) outlets available throughout the greater Akron area. If the Board provides prescription insurance through a preferred provider arrangement, it shall provide for mail order filling of prescriptions for maintenance drugs to which the deductible shall apply.

When husband and wife are employed by the Board, the insurance carrier shall issue identical prescription cards to each, both cards shall provide for family prescription coverage.

9.06 Deductions for Towpath Credit Union

Payroll deduction for Towpath Credit Union shall be provided by the Board through the Treasurer for all members who are eligible and who request such deductions.

9.07 Severance Pay

The employer shall provide severance pay for those full time members and tutors who retire from the Akron Public Schools under service provisions of the State Teachers Retirement System within three (3) years of their last work day with the Board. Excluded from this benefit shall be any employee who is convicted of a misdemeanor or felony which results in the revocation of his/her certification/license. Members who have previously retired from the Akron Public Schools and have received severance pay are also excluded.

In the event of the death of a member, the employer agrees to pay severance benefits to the member's estate regardless of years of service.

Such pay shall be determined as follows:

A. A member who qualifies for severance pay shall receive twenty-five (25) percent of said member's accumulation of unused sick days.

For the purpose of this computation, such sick day accumulation shall not exceed 420 days as of July 1, 2007 and 425 days as of July 1, 2008.

B. A member shall receive two (2) additional days of severance pay credit for each year said member had perfect attendance commencing July 1, 1976 through June 30, 1981.

C. A member shall receive one (1) day of severance pay credit for each year said member has perfect attendance commencing July 1, 1981.

D. Perfect attendance shall be defined as the member's non-use of sick days between July 1 and June 30 of each year.

E. The employee's daily rate of pay shall be either (1) determined by dividing the total annual salary (regular plus extended time) for the school year by the total number of days (regular plus extended time) for the employee, or (2) determined by dividing the regular teaching salary by 190 days. The higher daily rate of pay shall be utilized in calculating severance pay. A member who retires from a job sharing position shall have his/her severance computed on the basis of the member's daily rate of pay had said member been employed under a full time contract.

F. Upon applying for severance pay benefits, members shall furnish to the Board a copy of their initial retirement check from the State Teachers' Retirement System. Members shall elect: (1) to receive severance pay within two weeks after submitting their application to the Treasurer, or (2) deferring severance payment until the first payroll period of the next calendar year. Members are advised to consult their tax advisor concerning any tax implications related to selecting either option.

G. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, effective July 1, 2005, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring members shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Section, this arrangement that will be effective July 1, 2005, is referred to as the "403(b) Plan". The Bencor 401(a) Plan and Bencor 403(b) Plan shall no longer be used for the deferral of severance pay for any member whose last day of employment is after June 30, 2005. The Board may elect to terminate the Bencor Plans at any time on or after July 1, 2010.

2. The terms of the 403(b) Plan shall include the following:

   A. Participation in the 403(b) Plan shall be mandatory for any member who meets both of the following requirements:

      (i) The member's last day of employment is after the calendar year in which the member attained age 54.

      (ii) The member is entitled to $1,000 or more of severance pay.

   B. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

      (i) The total amount of the participant's severance pay, or

      (ii) The maximum contribution amount allowable under the terms of the 403(b) Plan.

      To the extent that a retiring member's severance pay exceeds the maximum amount allowable under the 403(b) Plan, the excess amount shall be payable to the 403(b) plan in the subsequent calendar year up to the IRC Section 403(b) limit for that calendar year; and if any excess still remains, it shall be paid to the retiring member in cash.

C. A retiring member who is a participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at the time of the member's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.

D. If a retiring member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and shall be paid to a Beneficiary of the member in accordance with the terms of the TSA.

3. If a member who is entitled to severance pay is not required to be a participant in the 403(b) Plan, the member's severance pay shall be payable to the member in cash. However, in accordance with applicable law, a member may elect to have all or a portion of the member's severance pay deferred into a TSA or under an IRC Section 457 Plan that is otherwise made available to members; provided, however, that the amount to be deferred to a TSA for any calendar year does not exceed the contribution limitations that apply under the federal tax law for that calendar year.

4. If a member is entitled to a cash payment of severance pay, and has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to a TSA or Section 457 Plan, the amount that the participant had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If the member had not designated a specific TSA, it shall be paid to the last TSA which had received contributions on behalf of the deceased member; provided, however, that if the member had no TSA, the deferred amount shall instead be paid to the deceased member's estate.

   If a member is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

5. All contributions to the 403(b) Plan, all deferrals to a TSA or Section 457 Plan, and all cash payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board, nor the AEA, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or Section 457 Plan, or cash payments made to a member.

9.08 Dental Insurance

The Board shall provide, at no expense to members, a dental insurance plan for members and their dependents. Effective February 1, 1989, such coverage shall be at least the equivalent of Delta Dental Stance IV-B Dental Coverage.

Members shall have the option of improving their coverage to Delta Dental Stance IV-E through co-payment in conjunction with the Board, so long as the exercise of this option does not increase the Board's cost. Member's who wish to improve coverage shall notify the Board during the annual open enrollment period for health care coverage and make arrangements for payroll deduction of the additional cost of such coverage.

Members shall have the option of enrolling in a closed-panel dental maintenance organization. The cost to the Board of such coverage shall not exceed the cost of the current traditional dental insurance program as reported by the Treasurer's Office.

9.09 Vision Insurance

An eye care insurance program shall be provided, at Board expense, for members and their dependents. Such coverage shall include:

a. 100 percent of all usual, customary and reasonable charges for annual routine examination and testing, less a $5 deductible.

b. 100 percent of all usual, customary and reasonable charges for lens and frame combinations on a bi-annual basis, less a $15 deductible.

c. $105 maximum bi-annual benefit for contact lens when such are for non-major corrective and/or cosmetic purposes.

9.10 Employee Assistance Programs

An Employee Assistance Program shall be made available.

9.11 Closed Panel HMO and Preferred Provider Organizations

Through June 30, 2006, the Board shall provide one closed panel Health Maintenance Organization with annual open enrollment in October of each calendar year. Kaiser Permanente HMO Option II will be offered without employee premium contribution.

Part-time members may elect to participate in an HMO at full member cost.

The Board shall provide three PPO programs available without employee premium contribution. An annual open enrollment shall be held in October of each year. Coverage shall be with Medical Mutual Super Med Plus, Summa Health Care and AultCare.

9.12 PPO Enhancement Program

Members participating in a PPO shall be provided at no cost with the following upgrades to their health care coverage:

a. A vision insurance program that shall include exams, lenses, and frames (at an increased reimbursement level) every 12 months. The program shall include tinted lenses and photochromic lenses at no additional charge. Deductibles of $5.00 for exams and $15.00 for frames/lenses shall apply.

b. A dental program which shall include provisions of the current STANCE IV-E Plan, converted to a UCR schedule (100%, 80%, 70%). Coverage shall also provide 100% reimbursement or sealants and adult fluoride treatments.

c. Coverage within the PPO shall also include annual check-ups, blood draws, EKG, PSA, Mammograms, flu shots, diabetes education, sigmoidoscopy, and colonoscopy.

d. When both spouses are employed by the Board and where both are members of the same PPO, the $10.00 office co-pay and the $50.00 emergency room co-pay – where an injury or medical condition requires immediate attention – shall not apply.

9.13 Health Screening Program

The Board shall provide annual health screenings for all members at no cost.

9.14 Health Benefits Advisory Committee

The Superintendent shall establish a Health Benefits Advisory Committee. The composition of the Committee shall include: five (5) members of the administrative staff appointed by the Superintendent; the President or his designee; and bargaining unit members appointed by the respective unit presidents on the basis of one (1) member for every five hundred (500) members or fraction thereof represented by the bargaining unit.

The purpose of the committee is to allow joint consultation on matters concerning hospitalization, major medical, prescription, dental, vision and term life insurance coverage.

Any Health Benefits Advisory Committee member organization may retain, at its own cost and for its own purposes, a health care consultant who may attend Committee meetings.

Such consultation shall include, but is not limited to: monthly monitoring of all plan costs, including claims; quarterly reviews to insure effective and efficient fringe benefit expenditures; quarterly reviews of plan performance objectives; and, annual reviews of coverage options and utilization studies and claim audits.

The committee shall determine its own meeting schedule, and shall make annual recommendations to the Superintendent regarding any aspect of the fringe benefits package.

Information on new classifications of drugs shall be shared with the committee within thirty (30) days.

The AEA representative to the committee shall be consulted when a denied prescription is not overridden by Human Resources. If no agreement is reached regarding an override, the case shall be referred to the Joint Professional Problems Committee for consideration at the next scheduled meeting.

The Health Benefits Advisory Committee shall meet regularly during the term of this Agreement. Not later than July 1, 2011, the Committee shall identify and approve changes in the health care plan, effective July 1, 2012, which amount to a projected savings to the Board of $2.0 million. These changes shall occur in one or a combination of the following areas: prescription co-pays, mandatory mail-in for maintenance drugs, office visit co-pays, single and family annual deductibles and monthly premiums (in dollar amounts). The Committee, by consensus, may expand the list of areas. The Board's health care consultant shall participate in the meetings and shall provide estimates of cost savings to the Committee based on various changes to the plan similar in format to that provided during the 2005 negotiations. The data to be used by the Committee shall be finalized and provided to the Committee not later than November 30, 2010. The consultant shall provide the committee with data supporting the estimated savings as well as other information s/he may be expected to routinely keep in her/his capacity as the Board's health care consultant. Should the parties fail to meet the July 1, 2011 (Health Care Plan) deadlines, the parties agree that the issue will be submitted to an arbitrator selected from a list of seven (7) names provided by the American Arbitration Association selected using the alternate strike process. The arbitrator shall have the binding authority to determine the $2.0 million cuts to the health care plan.

Wellness Plan

As soon as possible, but no later than January 1, 2011, the Health Benefits Advisory Committee shall determine the components of a Wellness Program which shall incorporate those components established by the School Employees Health Care Board in OAC 3306-2-03(A) designed to improve the health of the District employees and that will result in both short-term and long-term projected savings in health insurance costs. The Wellness Plan shall become effective on July 1, 2011.

Should the Committee be unable to reach consensus (agreement by all members of the Committee) regarding the components of the Wellness Program by the prescribed deadlines, the parties agree that the issue will be submitted to an arbitrator selected from a list of seven (7) names provided by the American Arbitration Association using the alternate strike process. The arbitrator shall have binding authority to determine the components of the Wellness Plan.

Savings

Any and all mandatory Best Practices adopted by the School Employees Health Care Board (SEHCB) will be implemented within ninety (90) days of passage by the state legislature and will be independent of the agreed upon $2.0 million in savings as described above.

9.15 Section 125 Benefit Premium Only Plan

Effective January 1, 1994, or as soon thereafter as practicable, the Board shall make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.

9.16 Theft and Vandalism Fund

The Board agrees to establish a Theft and Vandalism Fund in the amount of $10,000. This fund shall be maintained annually at the beginning of each school year at the above-stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft and/or vandalism. Members may also apply for reimbursement for any documented job-related theft or vandalism that has been submitted under an insurance policy and denied coverage under a specific exclusion.

Application for reimbursement shall be made to the Fringe Benefits Office, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application for reimbursement. In the case of a claim specifically excluded by the member's insurance policy, a statement from the insurance company stating the exclusion shall be submitted with the application.

In addition to theft and vandalism, the fund may be used to reimburse any property loss suffered by a member resulting from circumstances beyond the member's control. Questions concerning the appropriateness of reimbursement under these circumstances shall be decided by the Joint Professional Problems Committee.

Reimbursement shall be made to members each year only so long as the fund is not depleted.

9.17 Early Retirement Announcement

A $500 payment shall be made to any member who, prior to April 1, submits in writing to the Executive Director – Human Resources, his or her intent to retire between the last work day in May and June 30, and who retires between the last work day in May and June 30. Said payment shall be made within fifteen (15) days of the Board's acceptance of the member's retirement.

9.18 Insurance Opt-Out

Members may elect to "opt-out" of the Board-provided hospitalization and major medical insurance coverage. A member who elects to opt-out shall be compensated as follows:

A. An employee whose spouse is also an Akron Public Schools employee may opt-out and be compensated in the amount of $1,000.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.

B. An employee who can show proof of insurance coverage may elect not to be covered by Board insurance. The employee shall be compensated in the amount of $2,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.

C. The opt-out shall occur during the open enrollment period (currently October) and can be rescinded before the next open enrollment only when a triggering event occurs (loss of coverage from the other source).

D. Members may elect to opt-out of the insurance program during the annual enrollment period for the succeeding fiscal year.

ARTICLE X – EXTENDED SERVICES

10.01 Definitions

Services related to or sponsored by the Board other than the normal school day or year as established in this Agreement shall be considered extended services.

10.02 Program Description

A description of each Extended Program shall be posted in each school office at least two (2) weeks before the deadline for application.

Said posting shall include the hours of the program, rate of compensation and obligations required of members.

10.03 Rights

Members providing extended service shall retain all rights under this Agreement including the right to grieve.

10.04 Applications

Application forms for extended service positions shall be available in the school office of each building at least two (2) weeks prior to the deadline for submission of applications for such positions.

10.05 Selection for Summer and Evening High School

Extended Service positions requiring Provisional Certification shall be filled by members under contract to the Board. In the event members are not available, other certified personnel may be used. In all cases proper certification for the curricular program being offered is required.

The following criteria shall be considered in making the selection:

A. Members who have satisfactorily taught a class during the immediately preceding evening or summer session in a program shall have priority over other applicants to return to that specific preparation or, if that preparation is not available, to any available preparation in which the member has had successful teaching experience within the last three years except that members who have taught in a program during the past four (4) evening and/or summer sessions shall not be reemployed if other qualified members have applied. A member not employed to continue in a program after four (4) years shall not be precluded from application for, and employment in, another evening and/or summer program for which the member is qualified.

B. Members who are in the building where the extended program is being offered and who have a satisfactory or better rating in each of the composite areas on the most recent year-end evaluation in their personnel files.

C. Members who are not in the building where the extended program is being offered and who have a satisfactory or better rating in each of the composite areas on the most recent year-end evaluation in their personnel files.

D. Selection of members under B. or C. above shall be made on the basis of who is best prepared to meet the needs of the anticipated students through the curriculum to be offered. The selection shall be made by a committee composed of the program or building manager and two (2) teachers with experience in the program. If the program is new, the teachers may be appointed by the President from teachers who have not applied and who serve in the building(s) targeted for the program.

10.06 Notification

Each member who has applied for employment in an extended services position shall be notified, within twenty (20) days after the deadline for submission of applications, whenever possible, except for summer and evening high programs as indicated in 10.08 and 10.09. The applicant will be notified that he/she:

A. has been appointed a position

OR

B. may be appointed at a later date

OR

C. will not be appointed to the position.

10.07 Facilities

Members employed in extended service programs shall have access to such school facilities as the faculty lounge, restrooms, telephone, workroom and a copier in addition to the classroom facilities.

Teaching materials and supplies for the preparation of instructional materials and to meet the special needs of the program shall be available at all times.

10.08 Summer School

Summer school applications must be submitted to the Office of Extended Services by April 1.

Staff for summer programs beginning in June shall be selected during the month of April and each applicant shall be notified by May 5 of the disposition of the application.

Staff for summer programs beginning in July or August shall be selected during the month of May and each applicant shall be notified by June 5 of the disposition of the application.

Summer school staff shall have July 4 as a paid holiday.

10.09 Evening School

Evening school applications must be submitted by June 10. Applicants shall be notified by the end of the first full week of school of the disposition of the application.

ARTICLE XI – NEGOTIATION PROCEDURES

11.01 Initiation of Procedures

A written request for a negotiation meeting, stating the subject matter to be considered, as provided in Article 2.03 and 14.02 shall be submitted by the President or by the Superintendent.

Meetings between the AEA and the Superintendent shall be scheduled outside the regular school day, at an agreed upon time and place.

The parties shall convene their initial negotiating session within five (5) work days after March 1, 2006.

11.02 Negotiating Committees

The AEA shall designate a committee of five (5) members or fewer and the Superintendent on behalf of the Board shall designate a committee of five (5) members or fewer for the purpose of conducting negotiations. The aforementioned shall be members of the professional staff or members of the Board.

The Board and the AEA shall designate, prior to the first negotiating session, their respective chief negotiators.

11.03 Good Faith

Both parties shall make every effort to conclude negotiations satisfactorily through the foregoing steps within forty five (45) work days from the time of their initial negotiating session.

In addition to the committees of the parties referred to in Section 11.02, either party may use such consultants, in negotiation sessions, as it may deem necessary. The identity of the consultants, and the intent to use said consultants, must be provided to the other party at least three (3) work days in advance of such use.

During the process of negotiations, only such information as is mutually agreed upon in writing shall be distributed or given to the new media.

The chairman of either committee may recess his committee for independent caucus at any time.

In recognition that negotiation is a shared process, all parties shall negotiate in "Good Faith." "Good Faith" requires that the AEA and the Board representatives be willing to react to each other's proposals; if a proposal should prove unacceptable to one (1) of the parties, that party is obligated to give its reasons therefore. In case of disagreement, procedures outlined in Article XIII will be in effect.

11.04 Furnishing Information

The Board and the Superintendent agree to furnish the AEA on request all compiled available information concerning the financial resources of the district and any other public data that will assist the AEA in helping to develop intelligent, accurate and constructive programs on behalf of the members, the students and the educational program.

ARTICLE XII – AGREEMENT

When the participants reach agreement, such agreement shall be reduced to writing and signed by the members of the committees. Within five (5) work days thereafter, said Agreement shall be submitted to the membership of the AEA for ratification. If such membership ratifies said Agreement by a majority vote of those voting thereon, upon written certification by the President of such ratification to the Superintendent, the Board shall consider the ratification at its next meeting. The Board may also elect to defer consideration of the Agreement to the following meeting when seventy two (72) hours have not passed between written notification of AEA ratification and the next Board meeting.

ARTICLE XIII – IMPASSE

13.01 Fact-finding

Should the AEA and the Board fail to reach agreement by June 30, either side may request, in writing, that all unresolved items be submitted to a fact-finder. This item does not apply to Section 13.07 In-Term Bargaining.

13.02 Appointment

Within three (3) days of the notice to refer the unresolved issues to a fact-finder, the parties shall request from the American Arbitration Association (AAA) a list of five (5) names to serve as potential fact-finders. The parties shall meet within two (2) days of receipt of the list from AAA and strike names to select a fact-finder to hear the unresolved issues.

13.03 Procedures

Within ten (10) work days of selection, the fact-finder shall conduct a hearing on all unresolved issues. The Fact-finder shall have the authority to request that both sides submit the unresolved issues prior to the hearing date. Unresolved issues are those proposals on the table at the time fact-finding is requested on which tentative agreement has not been reached.

Within ten (10) days of the final hearing day, the fact-finder shall submit a set of recommendations of the unresolved issues to both sides. The nature of these recommendations shall be advisory and not binding on either party.

13.04 Recommendations

Within ten (10) days of the submission of the fact-finder's report, said recommendations shall be submitted to meetings of the membership of the Association and the Board, respectively, for acceptance or rejection. The report must be accepted or rejected in its entirety. If the membership of the AEA accepts the recommendations by a simple majority of those voting on the recommendations, the report shall be considered ratified

by the Association. If the membership of the Board accepts the recommendations, the report shall be considered ratified by the Board.

13.05 Mediation

If either the AEA or the Board rejects the fact-finder's report, the rejection shall be considered a request for mediation. The rejecting party shall, within two (2) work days, contact the Federal Mediation and Conciliation Service (FMCS), request the services of a mediator, and shall notify the other party of the request in writing. The mediator shall be selected by FMCS. Members shall have the right to strike provided the contract has expired and no agreement has been reached and the Association has given a ten (10) day prior written notice of intent to strike to the Board and SERB as required by 4117.14 of the Ohio Revised Code.

13.06 Costs

All costs incurred as a result of the use of a fact-finder and/or mediator shall be shared equally by the Association and the Board except that each shall be responsible for the costs of its own representation and presentations.

13.07 In-Term Bargaining

Any negotiations required under this Agreement or otherwise by law are subject to the fact-finding procedures outlined in Article XIII of this Agreement. In the event either party invokes the provisions of Article XIII in an impasse involving bargaining an issue during the term of this Agreement, the fact-finding and mediation procedures in Article XIII shall apply to this in-term negotiations impasse except that the ten (10) day limits in Sections 13.03 and 13.04 will become five (5) day limits and the entire fact-finding mediation process shall not be extended beyond thirty (30) calendar days.

ARTICLE XIV – DURATION

14.01 Reopening

This Agreement may be reopened for negotiations at a time other than that provided in foregoing sections only upon the mutual agreement of the parties. Within sixty (60) days after the effective date of legislation or U.S. Supreme Court decisions which modify or have direct effect upon any portion of this Agreement, a meeting shall be held, upon request by either party, to determine whether or not the parties wish to reopen negotiations on the affected sections of the Agreement.

During the term of the agreement, should any other bargaining unit in the district receive any wage or benefit enhancements that exceed those contained in this agreement, the AEA bargaining unit shall receive such wages or benefits retroactive to the date of such wages or benefits went into effect.

14.02 Effective Date

The effective date of this Agreement shall be July 1, 2010, and it shall remain in force until June 30, 2012, except that it may be altered by the reopening of negotiations as provided herein.

14.03 Initiation of Negotiations

Negotiations for a new Agreement covering salaries, fringe benefits and working conditions shall be initiated by either party by providing written notice to the other party at any time after December 1, 2011 and prior to March 1, 2012, under the procedures set forth in Article XI hereof. By mutual agreement of the Superintendent and the President, negotiations for a successor Agreement may begin prior to December 1, 2011. Subsequent negotiations between the parties shall be conducted at such time or time as the parties may agree and under the procedures set forth in Article XI.

14.04 Year-Round School

Initiation of year-round school format in any school in which the length of the school year as defined in this Agreement is extended shall require the reopening of negotiations on items that concern wages, fringe benefits and on other items mutually agreed upon surrounding that year-round program.

Negotiations shall commence at least sixty (60) days prior to the implementation of the year-round program and shall be conducted under procedures set forth in Articles XI and XIII thereof.

14.05 Ratification

Any agreements reached between the parties under the terms hereof shall, upon ratification thereof as provided herein, become a part of this Agreement.

Negotiating Committee
Akron Board of Education

Reverend Curtis T. Walker, President

David James, Superintendent

Anthony Lane

Howard Lawson

Julia Mann

Kathy McVey

Ellen McWilliams

Rhonda Porter

Philomena Vincente

Negotiating Committee
Akron Education Association

Jeff Moats, President

Janell Brown

Ranay Hatherill

Mike Rusnak

Bill Siegfert

PROFESSIONAL STAFF SALARY SCHEDULE 2010-2011 and 2011-1012 (Job Codes 006, 015, 016, 020, 024, 033, 125)

Step	Non-Degree	Bachelor	BA/150 or BA+12 GSH	BA+24 GSH	Master Degree	Master + CEU/GSH	Master + 18 GSH	Ph.D or Ed.D
	P016	P010	P011	P012	P013	P017	P014	P015
0.0	28,727.26	34,378.37	35,588.16	36,032.32	37,425.69	38,298.55	39,171.41	40,779.28
0.5	29,345.73	35,082.80	36,353.76	36,721.26	38,267.96	39,117.79	39,967.62	41,667.63
1.0	29,816.72	35,848.40	37,043.05	37,486.87	39,202.02	40,006.12	40,809.89	42,525.02
1.5	30,317.26	36,491.63	37,747.45	38,191.29	40,028.80	40,909.58	41.790.01	43,443,96
2.0	30,582.32	37,272.70	38,543.67	38,941.77	40,932.61	41,774.54	42,616.83	44,286.23
2.5	31,127.23	38,022.84	39,293.81	39,737.97	41,881.81	42,685.91	43,489.69	45,128.15
3.0	31,479.94	38,773.32	40,028.80	40,457.86	42,815.87	43,581.82	44,347.43	46,169.83
3.5	31,863.61	39,615.59	40,855.95	41,284.64	43,688.73	44,546.47	45,403.86	47,119.01
4.0	32,290.58	40,442.37	41,698.22	42,065.73	44,791.59	45,633.86	46,475.79	48,145.20
4.5	32,849.92	41,284.64	42,586.22	42,969.18	45,832.58	46,659.71	47,486.51	49,155.93
5.0	33,291.69	42,065.73	43,413.37	43,765.40	46,843.28	47,670.45	48,497.23	50,181.77
5.5	33,718.65	43,015.26	44,286.23	44,730.05	47,884.62	48,757.48	49,630.36	51,177.03
6.0	34,378.05	43,995.03	45,128.15	45,664.47	49,018.06	49,837.30	50,656.55	52,371.68
6.5	34,712.89	44,837.30	46,108.29	46,491.25	50,120.58	50,947.38	51,774.18	53,443.60
7.0	35,132.29	45,801.97	46,981.15	47,455.92	51,177.03	52,049.89	52,922.77	54,637.90
7.5	35,559.28	46,690.32	47,961.28	48,344.25	52,386.82	53,244.56	54,101.95	55,817.08
8.0	36,089.40	47,639.84	48,880.22	49,247.72	53,596.59	54,423.37	55,250.54	56,858.39
8.5	36,531.15	48,650.22	49,906.07	50,350.23	54,806.36	55,663.75	56,521.49	58,129.38
9.0	37,178.84	49,707.00	50,916.79	51,360.95	56,016.12	56,927.15	57,838.53	59,461.53
9.5	37,679.74	50,702.28	51,866.31	52,386.82	57,271.62	58,129.38	58,986.77	60,655.85
10.0	38,165.51	51,774.18	53,045.49	53,443.60	58,558.08	59,430.94	60,303.80	62,003.48
10.5	38,622.04	52,861.57	54,117.42	54,546.11	59,905.71	60,717.39	61,529.05	63,305.38
11.0	39,269.73	53,948.96	55,173.85	55,648.63	61,360.25	62,133.76	62,906.93	64,698.74
11.5	39,755.85	54,990.28	56,306.98	56,735.67	62,738.82	63,565.62	64,392.43	66,030.91
12.0	40,271.18	56,215.19	57,378.90	57,960.93	64,086.11	65,326.83	65,740.06	67,394.01
15.5	43,895.36	61,274.66	62,543.21	63,177.49	69,854.13	71,206.22	71,656.58	73,459.38
16.0	44,298.25	61,836.74	63,116.99	63,757.10	70,494.92	71,859.41	72,313.89	74,133.19
19.5	44,499.73	62,117.61	63,403.70	64,046.93	70,815.34	72,186.00	72,642.89	74,470.44
20.0	44,700.83	62,398.81	63,690.76	64,336.74	71,135.73	72,512.61	72,971.55	74,807.35
23.5	44,902.28	62,680.03	63,977.48	64,626.54	71,456.15	72,839.20	73,300.21	75,144.26
24.0	45,103.76	62,960.91	64,264.54	64,916.35	71,776.57	73,165.79	73,628.86	75,481.17
26.5	45,304.85	63,242.13	64,551.25	65,205.82	72,096.96	73,492.72	73,957.52	75,818.08
27.0	45,506.31	63,523.00	64,838.32	65,495.62	72,417.38	73,819.31	74,286.18	76,155.33
29.5	45,707.79	63,804.20	65,125.03	65,785.45	72,737.78	74,145.90	74,614.84	76,492.23
30.0	45,909.23	64,085.42	65,412.10	66,075.26	73,058.17	74,472.51	74,943.49	76,829.14

*Graduate Semester Hours (GSH) must be earned following the date upon which the degree was conferred

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AKRON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
AKRON EDUCATION ASSOCIATION

RACE TO THE TOP

The Akron City School District Board of Education ("Board") and the Akron Education Association ("AEA") are committed to providing quality educational opportunities to all students in the Akron Public Schools. The parties commit to collaborating in the Ohio Department of Education Race to the Top (RttT) grant to develop and pilot new and innovative programming that will support classroom teachers and enhance student learning.

The following is agreed to by the parties:

- All provisions of the current Collective Bargaining Agreement (CBA) between AEA and the Board and any existing agreements between the AEA and the Board in the form of MOUs shall remain in full force and effect.

- The Board and AEA recognize that many of the required and Assurance Areas in the RttT grant impact either current CBA language or other terms and conditions of employment not presently in the CBA, but which under Ohio law are mandatory subjects of bargaining. The Board and AEA agree to address those areas collaboratively through mutual agreement and to collectively bargain all changes in terms and conditions of employment.

- A Transformation Team shall oversee all aspects of the RttT and shall include six (6) members appointed by the Superintendent and six (6) members appointed by the President. The Board and AEA will work collaboratively to develop a Final Scope of Work, which shall be submitted to the Ohio Department of Education on or before October 22, 2010. The Final Scope of Work will include the specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures consistent with the Preliminary Scope of Work attached to the Race to the Top MOU. The parties agree that the Superintendent, Board of Education President, and the AEA President, at minimum, shall be signatories to the Final Scope of Work submission to the Ohio Department of Education and all subsequent related submissions.

- AEA may request release of the teacher members of the Transformation Team for a maximum of the equivalent of three (3) days per teacher during the planning year.

- The Board and AEA shall address RttT Assurance Areas by developing and signing memoranda of understanding for those areas that impact existing CBA language and other terms and conditions of employment which are mandatory subjects of bargaining under O.R.C. 4117, including, but not limited to, RttT Assurance Area D, "Great Teachers and Leaders." All MOUs related to RttT shall expire at the conclusion of the RttT funding period unless otherwise agreed to by the Board and AEA.

- The Transformation Team shall work collaboratively in deciding policy and fiscal matters related to the RttT.

- In order to assist the parties with the implementation and administration of the RttT program, the AEA agrees to perform the following services:

    1. Provide leadership for design, communication, and implementation of the RttT plan.

    2. Assist with the design and delivery of staff professional development.

    3. Co-lead Administrative policy, guidelines, and contractual reviews for potential modifications.

    4. Provide certain RttT communication support and PD supplies/materials.

    5. Attend RttT meetings and conferences.

    6. Assist with RttT accountability measures, including program evaluation and RttT reporting requirements.

    7. Other related duties to support the implementation of RttT.

    In exchange for the above services and activities, the Board agrees to pay an annual lump sum payment to the AEA in the amount of Fifty Thousand Dollars ($50,000.00) to be paid in January, beginning in January, 2011, and continuing each year that the RttT grant is active.

- The Board and the AEA affirm that the opportunity to succeed in RttT initiatives and to accelerate student learning is enhanced by maintaining safe and orderly learning environments.

- Either party upon sixty (60) day notice to the other party may terminate this MOU. Neither party may bring any legal claim under O.R.C. 4417, the grievance process, or any other form of legal claim as a result of the other party terminating this MOU.

FOR THE BOARD:	FOR THE AEA:
_____	_____
_____	_____
Date	Date

8.02 Longevity Increments

Years of Service For Salary Purpose	Amount Effective 07/01/05
15.5	9.0%
16.0	10.0%
19.5	10.5%
20.0	11.0%
23.5	11.5%
24.0	12.0%
26.5	12.5%
27.0	13.0%
29.5	13.5%
30.0	14.0%

%ages above are applied to the 12th step salary in the member's applicable training column.

ADDITIONAL NOTES

Vacation: Applies to hourly members only

Assault Leave: Up to 15 days, additional days may be approved by Superintendent

Funeral: 3 days for immediate family, 2 for "other relative" not charged to sick days. For death of a "close friend," use of 1 day of sick days is permitted.

Insurance: Employer % is 100 in network, single and family; 80 out of network, single and family. Employee % is 0 in network, 20 out of network, both single and family.

Annual Dedutible: $150/$300 in network, $300/$600 out of network.

Co-Pay %age: In network single and family, 0%; out of network 20%.

Out of Pocket Max: In network, $150/$300; out of network, $1100/$2200.

Cover Buy-out: $1000 if spouse is covered by Akron City Schools, $2500 if not.

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§100 CONTRACT

1. Term of Contract

This contract is made and entered into by and between the Cincinnati Board of Education ("Board") and the Cincinnati Federation of Teachers Local 1520 AFT, OFT, AFL–CIO ("Federation") and shall be binding and effective from January 1, 2011 through December 31, 2013.

2. Contract Implementation

The Board and Federation shall jointly plan and implement training in regard to contract implementation.

Training shall cover the entire contract. Such training shall begin with the 2010-2011 school year. Participants shall include, at a minimum, Federation Building Representatives, Executive Council, and staff; principals, appropriate central office and field administrators, and all members of the bargaining unit as soon as such information can be reasonably shared.

The parties shall also conduct a briefing for community leaders about all provisions of the contract.

§110 RECOGNITION

1. Sole and Exclusive Bargaining Agent

The Board recognizes the Federation as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours, benefits and all other terms and conditions of employment for all teachers in the bargaining unit, including classroom teachers, certificated night-school teachers and summer school teachers who are also day-school classroom teachers on an annual rate, librarians/media specialists, school social workers, coordinating teachers, nurses, counselors, psychologists, occupational therapists, physical therapists, audiologists, speech and language pathologists, and pre-school teachers, and daily-rate substitutes; but excluding, other daily and hourly-rate teachers, lunchroom managers, administrative assistants, directors, associate directors, associates, assistant principals, principals, personnel director, assistant superintendents, deputy superintendents, and superintendents. Henceforth, regardless of legal licensure, state certification and/or absence of licensure or certification, all members of the bargaining unit may be referred to as teachers.

2. Rules Governing Recognition Election

Any effort by any other employee organization or members of the bargaining unit to replace or remove the Cincinnati Federation of Teachers as the sole and exclusive bargaining agent for the bargaining unit described above in Paragraph 1 shall be governed solely by the provisions of O.R.C. §4117 and the rules concerning recognition elections adopted by the State Employment Relations Board (SERB). In any election conducted by SERB, the election ground rules are available separately.

3. No Recognition of Rival Organizations

The Board shall not recognize any other organization which seeks the right to represent the employees in the bargaining unit represented by the Federation during the term of this contract, nor shall the Board contribute to the growth or creation of rival organizations.

4. Information Available about Conditions of Employment

Information, statistics, and records relating to wages, hours, benefits, and all other terms and conditions of employment reasonably necessary for the proper enforcement of the terms of this contract shall be made available to the Federation upon request and upon payment by the Federation of any costs related thereto.

5. Receipt of Information Given to the Public

On the Friday before the Board of Education meeting, or as soon thereafter as possible, the information which is to be available to the public at the Board of Education meeting shall be sent electronically to the Federation.

6. Availability of Public Information to the Federation

Public information referred to in the minutes but not distributed shall be made available to the Federation upon request at cost.

§120 FAIR PRACTICES

1. By Board

The Board agrees that no person(s), group(s), department(s) or division(s) responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, or membership in, lawful participation or association with the lawful activities of the Federation.

2. By Federation

The Federation agrees to represent all persons in the bargaining unit equally and fairly.

§130 FEDERATION RIGHTS

1. Exclusive Organizational

a. Orientation

The Federation shall have the exclusive right to participate in the New Teacher Orientation, or similar summer inservice program, which may replace the New Teacher Orientation and shall have the opportunity to meet separately with new teachers. The Board shall consult with the Federation in planning the summer orientation program for new teachers.

b. Federation Meetings

The facilities requested by the Federation under §130 Paragraph (2a) shall not be denied, except where there is a previously announced and conflicting school activity.

Upon notification of a chapter meeting, the principal shall not subsequently schedule any meeting or event to conflict with a Federation Chapter meeting.

c. Bulletin Board

The Federation shall have the exclusive right to use one bulletin board. If the mail room is not in the main office, the bulletin board shall be in the mail room. Otherwise, the bulletin board shall be in the teacher workroom nearest the mail room.

d. Dues Deductions

The Board shall deduct the uniform and periodic Federation dues from the paychecks of any teacher who voluntarily authorizes in writing that such deductions be made. Dues shall be deducted at one of two rates, representing either the full annual Federation dues or partial annual dues divided by the number of paychecks. The Board shall transmit dues deducted from the paychecks of employees to the Federation promptly following the delivery of paychecks to employees. The Board shall make every effort to transmit dues within five (5) days of paycheck delivery.

Dues for substitutes shall be deducted at a daily rate. When a substitute changes from a daily rate to long-term substitute or long-term substitute to daily rate substitute, the appropriate adjustment shall be made by the Board in the rate of dues deduction. Teachers who desire to cancel Federation dues deduction shall obtain from the Federation a “cancellation of dues deduction” form, complete it and return it to the Federation. The Federation shall transmit the original of such cancellations promptly to the Board. Under no circumstances shall the Federation deny the right of any teacher to revoke an authorization of payroll deduction of union dues.

The Board shall not be liable to the Federation for the remittance of payment of any sum other than that constituting actual deductions made from the wages of teachers. The Federation shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of this Section.

The Board shall provide the Federation, at no cost, promptly following the end of each payroll period, an alphabetical list of all employees who have authorized the Federation dues deduction for the pay period and an alphabetical list of all employees from whose paychecks the Board has deducted fair share fees pursuant to Paragraph (e) below. Following the end of each payroll period, the Board shall provide the Federation promptly a list of teachers added to or deleted from dues deduction or fair share fee during that pay period. The Board shall make every effort to transmit this information within five working days following the end of each payroll period.

e. Fair Share Fee

(1) As allowed by O.R.C. §4117.09 (C), all employees covered by this Agreement who are not members of the Federation shall pay to the Federation, through deductions from each paycheck, their fair share of the costs of the collective bargaining services rendered by the Federation that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share"). The obligation of non-members to pay such fair share commences with the first paycheck due in September, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later.

(2) Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and daily rate substitute teachers and remitted to the Federation, provided, however, that the Federation shall submit to the Board at least 14 days prior to the first paycheck to teachers at the beginning of each school year an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Federation, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share. The Federation shall also certify to the Board that a notice concerning the calculation of fair share payments by non-members has been published for at least 14 days prior to the first paycheck to teachers at the beginning of each school year, pursuant to the Federation "Non-member Fair Share Payments Implementation and Appeal Procedure", a copy of which is attached to this contract as Appendix B.

The Federation represents to the Board that it will establish a reduced fee for contract teachers and long-term substitutes who work less than sixty percent of full time, consistent with the Federation's per capita obligations to its affiliates.

(3) The Federation shall prepare a form of notice to employees by which non-member employees shall be informed of the percentage and method of calculation of the fair share fee which shall include the report of an independent auditor disclosing and verifying the major categories of expenses upon which the fee calculation shall be based. The notice shall inform employees of their right to object to the calculation of the fair share fee and to submit an objection to the fee to arbitration. Such right to object shall require the objector to send a letter to the Federation President by regular U. S. mail or by delivery to the Federation office at any time after the notice, but within thirty (30) days after the first salary payment of the school year from which his or her fair share fee has been deducted. The notice to non-members shall set forth the address and telephone number of the Federation and the manner in which such employee may obtain a copy of the Federation's internal appeal procedure.

(4) Prior to the delivery of the first paycheck due to employees in September of each school year, the Federation shall distribute the notice and appeal procedure described above by (1) posting them on the Federation bulletin board in each building; (2) summarizing the notice and the internal appeal procedure in a Federation newspaper distributed to all bargaining unit members in the first month of the school year; (3) providing Federation Building Representatives with copies of the notice for distribution to employees identified as non-member employees of the Board pursuant to Paragraph (a) above.

(5) Upon the Federation's timely receipt of an objection under Federation's internal appeal procedure, the Federation shall deposit in an escrow account separate from all other Federation funds, the amount of fee payments received on behalf of any objector(s) that is fairly placed at issue by his or her objection, but not less than 10 percent of the fair share fee as verified by an independent auditor. Until such time as the report of the independent auditor is received by the Board, if any objector files an objection with the Board as to the amount placed in escrow, the Board will deposit the entire fair-share fee in the interest-bearing

account referred to in this Article. The Federation shall furnish the objectors and the Board with verification of the terms of the escrow arrangement, and, upon request, the status of the fund as reported by the Bank.

The escrow account will be established and maintained with a federally insured commercial bank with offices in Cincinnati, Ohio, and the Agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Federation's control until the final disposition as provided for herein; and that the escrowed funds will terminate and the funds therein be distributed only by the terms of an ultimate award, determination or judgment, including any appeals, or by the terms of a mutually agreed settlement between the Federation and any objector(s), or if the objector(s) abandons the objection.

(6) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Federation, the Federation shall promptly adopt such determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount. Such adjustment shall not entitle any non-member who had not made a timely objection to a refund or rebate for past fair share fee payments.

(7) As an express condition to the Board's agreement to grant a fair share fee arrangement to the Federation, the Federation shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability including attorney fees and expenses paid or payable by the Board that shall arise by reason of action taken by the Board for the purpose of complying with the provisions of this Article with respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions by the Federation.

The Federation's counsel shall be the lead counsel during any litigation concerning the fair share fee.

(8) Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of Federation dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09 (C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

(9) In order to continue to enjoy fair share fee, the Federation shall maintain a membership equal to 70 percent or more of the bargaining unit as of the expiration of this contract.

(10) The Federation represents to the Board and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

f. Other Voluntary Deductions

CFT COPE and other voluntary deductions listed in §700.3.n which have been voluntarily authorized in writing by a teacher, shall be made upon receipt of the written authorization. The Board shall not establish for teachers, deductions for other political funds or insurance coverage not currently in effect without the written agreement of the Federation. This provision does not restrict the Board's right to change insurance carriers.

Regarding COPE deductions, the Board shall deduct from the amount transmitted to the Federation, $.04 per deduction and $10.00 per transmittal.

Employees who desire to cancel CFT COPE deductions shall notify the Federation in writing. The Federation shall transmit any such cancellations promptly to the Board. Under no circumstances shall the Federation deny the right of employees to revoke the authorization of payroll deduction of CFT COPE contributions

The Board shall not be liable to the Federation for the remittance of payment of any sum other than that constituting actual deductions made from the wages of teachers. The Federation shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision.

g. Federation Leave

Upon written request of the Federation, the Federation President and up to three (3) others shall be assigned to the Federation to conduct Federation business. Any employee so assigned shall be paid the full salary to which the employee is entitled according to Appendix A, Schedule C, and shall include any extended time or supplemental pay requested by the Federation, up to limits established by STRS and enjoy all increments, benefits and leaves as other bargaining unit members, and shall continue to accrue seniority. The Federation shall reimburse the Board for salary, medical, dental and term life benefits provided to such employees, retirement contributions paid on their behalf, and any other expenses related to salary and fringe benefit costs. In addition, upon written request by the Federation, this shall also be granted to any CFT member elected or hired for a full-time position with the Federation's state or national affiliates, and to part-time CFT employees who are compensated for work beyond the school day. Such employees shall be paid the full salary to which the employee is entitled according to Appendix A, Schedule C, shall enjoy all increments, benefits and leaves as other bargaining unit members, and shall continue to accrue seniority. The Federation shall reimburse the Board for salary, medical, dental and term life benefits provided to such employees, retirement contributions paid on their behalf, and any other expenses related to salary and fringe benefit costs. For an elected position, the request shall be honored indefinitely, if the Federation so desires. For a member hired for a position, the request shall be honored for up to four years, if the Federation so desires.

If the Human Resources Office is notified by April 1 of a given school year that an employee assigned to the Federation wishes to return to regular service the ensuing school year, such employees shall return to regular service on the same basis as a teacher returning from a leave of absence longer than one school year.

h. Printing of Contract

Upon ratification of this contract, the Federation's and the Board's designees shall meet to jointly approve the wording of the final agreement and thereafter shall jointly submit the contract for printing. The Federation shall have up to 4,000 copies of this contract printed, 750 of which shall be delivered to the Board. In addition, the Board may, at its own cost, produce additional digital copies of the contract for distribution. The Board and the Federation shall agree on the format. The Board shall pay one-half (1/2) the cost of having the contract printed in a union shop within the school district submitting the lowest of three bids obtained by the Federation. The Federation shall distribute one (1) copy to each member of the bargaining unit. The Board shall provide new employees with a copy upon employment.

The Board shall print at least 3,500 copies of the Tentative Agreement. The Federation shall pay one-half (1/2) the cost of printing the Tentative Agreement.

i. Federation Pony Delivery

The building in which the Federation office is located shall be included as a regular stop on the school mail delivery route.

2. Non-Exclusive Organizational Rights

a. Federation Chapter

The Federation chapter in each building shall have the right to transact Federation business on school property before and after the teachers' regular school day.

b. Board Meetings

The Federation President or designee shall have a seat and the right to speak at all public meetings of the Board of Education and its subcommittees.

c. Employee Relations/Federation Meetings

The Superintendent or his/her designee for labor relations and the Federation President, or his/her designee, shall meet at least monthly during the year to discuss current school problems and procedures of this contract. Additional meetings shall be held upon request of either party.

d. School Visitation

The Federation President, or his/her employee designee, shall have the right to visit the schools to investigate working conditions, teacher complaints or problems, or for a purpose relating to the terms and conditions of employment, provided there is no interruption of the school program and that the Federation representative announces his/her arrival and departure to the principal or to the person in charge if the principal is not immediately available. If possible, visits should be announced by telephone before the visit. Representatives of rival organizations visiting a school or work location shall be afforded only such privileges as are granted to any member of the public.

e. Building Representation and Privileges

Every school or unit in the system shall have a Federation Building Representative from that building/unit who shall be elected by the Federation. Federation Building Representatives and Federation elected officials, if surplussed or returning from leave, must be placed in a school or their regular assignment during the transfer process.

f. Distribution of Materials

The Federation shall have the right to distribute bulletins and other pertinent materials through the inter-school mail delivery system. The Board shall not accept for distribution through the inter-school mail system bulk mailings, which are clearly identified as produced by a rival organization.

g. Posting Notices

Federation representatives shall have the responsibility for posting and removing Federation notices and no other person shall do so.

h. Use of Mailboxes

The Federation shall have the right to distribute bulletins and other pertinent materials by placing them in the mailboxes of teachers and other professional employees.

i. Use of Faculty Bulletin Boards

The Federation shall have the right to use a portion of existing faculty bulletin boards including those in any teacher workroom. .

j. Directory Information

Board will annually, within 20 days of the first paycheck delivered to teachers in September, provide to CFT a list of bargaining unit members, including their work location, position classification, and home address. Teachers assigned to more than one school shall be listed at their “home school” (paycheck site).

In addition, the Board shall provide the following information for each bargaining unit member as soon as such information is entered in Board computers: phone numbers (unless employee objects), seniority date, areas of certification, grade(s) and/or subject(s) taught, whether the teacher holds a supplemental contract under Appendix A, Schedule E. Any part of such information that has been entered in Board computers will be provided even if all of the information listed above is not available.

k. New Employee Information

The Board shall promptly provide electronically the Federation with the names and addresses of new employees.

l. Electronic Network

The Federation shall be treated as a school site regarding technology networking. The Board shall provide the network connections to the Federation’s network server. In addition, data which is public information or required as part of this agreement, if available electronically, shall be made available to the Federation electronically. Board expenditures to provide such information shall be limited to the cost of maintaining the network connection to the CFT office using the same standards as for school offices.

§140 PERSONNEL FILES

1. Access to Personnel Files

The official personnel file of each teacher shall be maintained by the Human Resources Office. The Board and Federation recognize that certain Ohio laws govern access to records maintained by or on behalf of the Board. However, insofar as they are acting in their capacity as employees or representatives of the Board, only the following may have access to teacher personnel files: members of the Board of Education; attorneys of the Board needing access to personnel files; the Superintendent and his/her designees who serve in an administrative or supervisory capacity in relation to the teacher, and other Board employees conducting an evaluation or assessment of the teacher or considering the teacher for a position, with the approval of the Director of Human Resources, or his/her designee; the teacher; and such other persons as the teacher may authorize in writing.

2. Examining One's Own Personnel File

A teacher may examine his/her personnel file upon request. With respect to the official personnel file, the teacher shall schedule an appointment at least one (1) working day in advance with a representative of the Human Resources Office in whose presence the file shall be examined. Copies of any material in the personnel file shall be made available upon request and upon payment of the cost of copying. After 7 years, upon teacher request, all disciplinary infractions that have not re-occurred and do not create a legal exposure or liability for the Board shall be expunged by mutual agreement.

3. Notice of Material Placed in a File

Upon receipt of any written communication (including a notation) involving accusations or derogatory statements against a teacher, the Human Resources Office shall, before placing such material in the official personnel file, notify the teacher of his/her right to dispute the accuracy, relevance, timeliness, or completeness of the communication (or notation). Notification shall not be required when documents are addressed or copied to the teacher. The teacher's written response must remain attached to the derogatory statements as long as the item is on file.

4. Maintenance of Other Personnel Files

No other official personnel file concerning a teacher shall be maintained. However, letters, memoranda, copies of documents which are in the official personnel file and other material concerning a teacher may be maintained in a personnel file by the building/unit administrator.

5. Notice of Material in Other Files

When a principal or other administrator finds it necessary to insert any written communication (including a notation) in a teacher's personnel file maintained at the building/unit level which reflects adversely upon the teacher's conduct, service, character, or personality, he/she shall afford the teacher an opportunity to read such communication. The teacher shall also have the right to answer such communication and his/her answer shall be attached to the file copy.

6. Use of Material in Personnel Files

Any written material withheld from the official personnel file and the personnel file maintained at the building/unit level, and not otherwise known to the teacher, shall not be used as evidence in any action against the teacher. Should a teacher dispute the contents of a written communication or notation in either personnel file referred to above, the Board shall delete any information that it cannot verify or that it finds to be inaccurate.

7. Notice of Citizen Examination of a Personnel File

Upon receipt of a citizen request for access to a teacher's personnel file under O.R.C. §149.43, the Human Resources Office shall notify the teacher in writing, including the date of the request and the name of the person making the request.

§145 PROFESSIONAL LEARNING COMMUNITIES

The Board and Federation are both committed to improving student achievement by establishing Professional Learning Communities (PLC) in which all stakeholders take collective responsibility to ensure student learning and to promote a collaborative educational culture focused on continuously improving results. The dominant models for PLCs are teaching teams and learning teams. Unless specifically requiring district governance, schools may organize their teams according to the structure

that best suits the needs of the students in that school's programs. Limits on the number of teams per school will be determined by the ILT and reviewed by the LSDMC based on the financial constraints established by the district budget requirements.

1. Professional Learning Communities: Teams and Elected Team Leaders

Elected Team Leaders will facilitate meetings and professional discourse that focus on the analysis of current school data. The teams will determine professional development activities based on the data analysis. If requested and approved by the principal, the Team Leader will be trained in professional discourse at extended pay rate for one day.

a. LSDMC Composition

The District shall ensure that every school has an LSDMC constituted according to Board policy.

b. School Team Structures

The prevailing organization for schools in the district shall be through teams as described below:

However, if a school community wishes to be organized differently, they may request an exemption by the Superintendent. A request for exemption shall require a 2/3 affirmative vote of the ILT, 2/3 affirmative vote of the faculty, concurrence by the LSDMC, and informing the EIP. The exemption shall require renewal every three years and shall be made by March 1 for the following school year.

Pursuant to §155, schools in all five tiers may be organized differently than called for in this section.

2. Description of Teams

a. Teams

A team shall consist of three or more teachers sharing a common group of students.

(1) *Vertical Teams for grades K-6*

All schools shall be organized with vertical teams sharing the same students for at least two years unless they have received an exemption from the Superintendent pursuant to §1451b.

- This shall typically mean at least one or more teachers in each of the primary or intermediate grades.
- Include at least one Intervention Specialist, but sufficient to serve all students with IEPs, according to their needs. An Intervention Specialist may service more than one team depending upon caseload.
- Each team shall select a Team Leader from among the team to serve two years. Two or more leaders may alternate leadership within the year, but not share it simultaneously.

(2) *Teams for Middle Grades 6-8 or 7-8*

All elementary schools with grades 7-8 shall adopt the following structural and organizational features, unless they are Montessori or have received an exemption from the Superintendent according to §145 1b above.

- If the school has fewer than 8 academic teachers (math, science, social studies, English), then there shall be one middle school team.
- Include at least one Intervention Specialist, but sufficient to serve all students with IEPs, according to their needs. An Intervention Specialist may service more than one team depending upon caseload.
- Each team shall select a Team Leader from among the team to serve two years. Two or more leaders may alternate leadership within the year, but not share it simultaneously.

(3) *Middle Teams*

For grades 7-8, a team must include teachers with middle grades or secondary certification in math and science or 20 semester hours in those disciplines that would count towards secondary certification. Teams of four or more shall also include teachers with middle grades or secondary certification in social studies and English or 20 semester hours in those disciplines that would count towards secondary certification.

(4) *Grades 9-10*

The team must include teachers certified in the core academic areas, i.e. math, science, English and social studies and may include foreign language.

(5) *Grades 11-12*

Teachers will generally not be assigned to teams.

b. Team Leaders – Duties

Each team shall have a Team Leader, selected through the process outlined in the Career in Teaching Agreement, Appendix D. Such Team Leaders will be approved by the principal and shall serve for a two-year term. However, the team must notify the Team Leader and principal by February 15 of the first year to affirm that a leader shall continue for the second year of the term.

Teams may utilize teacher leader positions differently and some schools may create more teams than other schools, but team configuration or number of teams does not necessarily mean greater funds from the district.

Any teacher, including specialist teachers, shall be eligible to be a Team Leader with Team Leader compensation—as long as this provision does not inadvertently produce more teams and provided that the teacher meets job qualifications. The Team Leader's duties include, but are not limited to, the following: serves as instructional leader of the team; represents the team on the ILT; conducts team meetings; mentors and coaches team members; submits team meeting minutes and quarterly reports to the principal; coordinates the analysis of student achievement data; facilitates the implementation of the learning teams and teaching teams process; and facilitates team communication with parents.

c. Secondary Schools

Secondary Schools shall be organized in the following ways; however, if a school community wishes to be organized differently, they may request an exemption by the Superintendent:

- There shall be horizontal teams at grades 9 and 10. These teams shall include math, English, social studies, science, language arts, and special education teachers who serve the students in that horizontal team.
- There shall be department chairs in the following subjects: mathematics, English, social studies, science, special education, fine arts, foreign language. (At schools with specialties, there may be additional department chairs if the department numbers at least five.) Department chairs will serve as the department leaders. Their role is to carry out the Board adopted curricular standards and evaluate student performance within their department's discipline. Within each core discipline department, math, science, social studies and English, the department chair will also serve as the content innovation specialist.

3. Team Composition and Plans

Once the school has received its annual budget, the staff will develop team structures according to §145 or to other organizational structures approved by the Superintendent, above, and submit team plans by February 10. The ILT will either approve or reject the staff's overall and individual team plans. The principal must also concur. If either has concerns or objections, the team or teams will reconvene and resolve the objections by February 20. The ILT and principal shall determine team assignments by March 1, inform the LSDMC, and send the plans to the EIP for review.

After existing staff has been assigned to teams, the transfer and staff selection procedures in §250 will be used to fill remaining team vacancies and to fill vacancies in positions that serve the school as a whole.

4. Role of Teams

a. Team Rights and Responsibilities

A team shall be responsible for teaching its students to help them meet or exceed state standards. The team shall determine instructional methods, consistent with the school's adopted program focus, if any, and shall determine how to group and schedule students for instruction in the subjects covered by the team. The team shall determine disciplinary procedures consistent with the district's Code of Conduct and the Positive School Culture Plan. Continuity in student-teacher relationships shall be a primary consideration.

b. Assigning Students to Teams

Teachers and school administrators shall assign students to teams. Students assigned to each team should be representative of the school's overall student population. Students with special needs may be assigned to teams or to special education units as determined by their IEPs.

c. Assigning Teachers and Staff

Along with the school administrative team, the ILT will determine the most efficient use of teachers and staff based on servicing students.

5. Budget Allocations for Schools and Teams

School budget allocations shall be made according to the Board's adopted budgeting process. The ILT, with the approval of the LSDMC, shall use the school's funds to support the school's academic mission. The ILT, with the approval of the LSDMC, will allocate a percentage of the school's budget for teams' use in the instruction of their students.

With the approval of the principal, teams may agree to combine resources in order to requisition goods or services or dollars for personnel. Teachers shall be entitled to choose among vendors selected by the Board for transportation for field trips or related curricular, co-curricular or extracurricular or recognition events.

If a team agrees to provide coverage for a teacher's absence for personal/family illness, personal leave, or for approved absences for training or professional meetings where grant money or the Professional Development Funds would pay for the substitute, the funds that the substitute would have cost the District shall be transferred to that team's budget.

6. Group Incentives

a. Team Incentive Fund

A Team Level Incentive Fund will be developed by the TES Revision Committee pursuant to the TES Memorandum of Understanding of November 3, 2010.

§150 SCHOOL LEADERSHIP

1. Instructional Leadership Teams (ILT)

An Instructional Leadership Team shall be formed at each school.

a. Role of the ILT

Instructional Leadership Teams (ILTs) shall be established so that the principal, teachers, parents and other members may share leadership and make decisions in the following areas:

- develop, review, and evaluate the instructional program;
- monitor and improve school operations and procedures that impact instruction;
- plan and monitor training of staff;
- develop and monitor school budget as approved by the LSDMC;
- create and maintain a safe and orderly school environment;
- oversee the formation of teams within given parameters;
- perform all other responsibilities assigned by this contract to the ILT; and
- meet to review budget and implementation of ILT decisions quarterly.

The principal and all staff members shall implement decisions of the ILT when it acts within the scope of its authority and in compliance with applicable laws, regulations, contractual requirements and Board policies. Discipline of teachers or other staff and other personnel matters shall not be handled by the ILT, except as provided in this agreement.

b. ILT Composition

The Instructional Leadership Team shall include:

- the principal;
- up to two assistant principals;
- two parent representatives selected by the parent members of the LSDMC;
- two non-teaching staff members elected by the non-teaching staff of the school;
- teacher members, as follows:
  - The Federation Building Representative.
  - Any lead teacher serving as program facilitator or in another school-wide lead teacher position.
  - At least one elected representative of special education teachers.
  - Each team, department (of four or more), or level shall have a representative selected through the process outlined in the Career in Teaching Agreement (Appendix D).
  - One elected representative for the Educational Support Personnel teachers in a school. (For this purpose, Educational Support Personnel shall include District employed nurses, speech pathologists, psychologists, school social workers, occupational therapists, physical therapists and counselors.)
  - One elected representative for the specialist teachers in a school. Specialists include art, music, physical education, health, drama, dance, media specialist, technology teachers and building substitutes.
  - Content Innovation Specialists as non-voting members,
  - In addition, at secondary schools the math, science, communications arts, and social studies departments shall have a representative on the ILT. The ILT shall combine other departments (including foreign language, career paths/business, health) that have fewer than 4 members each for the purpose of representation.
  - Additional teachers shall be elected at large to bring teacher membership to 60 percent on the ILT.

c. Operation of ILT

(1) ILT Voting Procedures

The ILT will determine how it will make decisions. Decisions of the ILT shall be made when a quorum of ILT members are present. A quorum shall be 51 percent of the members of the ILT and shall include the principal. All meetings of the ILT shall be open and shall be held outside of the student day, except under urgent or emergency circumstances.

(2) Faculty Approval of ILT Decisions

Faculty approval of the ILTs recommendations, by majority vote unless otherwise indicated, shall be required for the following decisions. These areas are:

- lesson plan format under §220.11,
- approval of the school's budget for submission to the LSDMC
- distribution of instructional supply funds
- extra-curricular activities plan
- adoption of a new program focus
- approval of Title I School Wide Project (2/3 vote),
- approval of the school's One Plan (2/3 vote)
- Positive School Culture Plan

Teachers shall elect faculty liaisons to parent organizations and teacher representatives to the LSDMC.

(3) ILT Subcommittees

The ILT may appoint subcommittees to assist in carrying out its responsibilities, including developing policies and procedures listed above. However, the ILT shall act on the reports and/or recommendations of any subcommittees. Such subcommittees may include non-ILT members.

(4) ILT Agendas and Minutes

The Principal and a teacher co-chair, selected by the teacher members of the ILT, shall jointly prepare an agenda for ILT meetings. The agenda shall be distributed to all teachers, staff, and parent ILT members 24 hours prior to each regular ILT meeting; and minutes shall be taken and distributed to all ILT members, LSDMC members, and staff within three days. The minutes shall include all decisions made by the ILT.

If a school has an externally funded Ohio Department of Education coach, the coach will report periodically to the ILT on progress in improving student achievement.

d. ILT Training

The Board and Federation encourage ILT training through the Mayerson Academy for schools requesting training.

Further, the parties shall provide assistance and mediation if the members of an ILT so request or if the parties agree that an ILT is having difficulty working together or making decisions.

e. Policies and Practices

Policies and practices, which are implemented at the building level, shall not be inconsistent with the terms of this contract. However, if an issue specifically related to instruction can be mitigated by a short-term request for suspension of specific provisions for less than 20 school days, the following process may be used to permit the deviation from strict adherence to the contract.

The faculty member(s) shall consult simultaneously with the principal and building representative to place the issue before the ILT. The ILT will discuss the requested change. A 2/3 vote is required for approval. Upon approval, the change will be submitted to the Superintendent and Federation for approval. The timeline for approval shall be 10 calendar days.

After the time requested for the suspension has passed, all terms of the contract affected shall be reinstated. A request for suspension may be renewed once following the same process.

After one year from the ratification of this agreement, this provision may be ended by a 45-day notice of either party.

f. Parallel Structures

No other structure shall be established by the administration or the teachers to supersede or parallel the ILT.

g Role of LSDMC

Nothing in this section shall detract from the role or the authority currently granted to the LSDMC by Board Policy.

If a school has an externally funded Ohio Department of Education coach, the coach will report periodically to the LSDMC on progress in improving student achievement.

§155 FLEXIBLE ACCOUNTABILITY SYSTEM

1. Purpose

Individual schools in the district perform at different levels. As a consequence, the level of support and degree of flexibility, as well as oversight, may be unique. This section establishes the parameters the district shall use to determine the various levels or tiers into which schools will be placed and the unique assistance that may be offered to schools based on that identification. However, services to schools in the same category may differ.

2. District Audit of Sites

To ensure that the district provides resources, tools and services to schools that produce rigorous learning environments and improved academic achievement for all students, annually the Superintendent will direct the administration to conduct a district-wide internal performance audit of every school. The School Performance Team (SPT) will assist in developing criteria in order to identify and categorize each school into one of the Five Performance Tiers: Exemplary, Independent, Initiative, Intervention and Redesign.

3. Cohesive Leadership Characteristics

- The Board is committed to a central office focused on support rather than management, aligned policies through all levels in the district, wide and meaningful engagement of stakeholders, and aligned improvement initiatives that determine and deliver resources specific to sites.

- The parties support school use of timely and relevant data, job embedded professional development and greater focus on instruction.

4. Partnership for Excellence

The parties agree to establish the Partnership for Excellence to be operated by the Board and Federation under guidelines mutually developed. The Partnership will be comprised of CPS corporate and civic partners. Its role will be to focus on raising funds and enlisting expertise in order to enhance recruitment, retention and reward of excellent classroom teachers.

5. School-wide Incentive Award

The School Performance Team, a joint committee of EIP, shall develop the criteria for schools to receive a school incentive award. The Team shall consider as criteria both long-term and short-term measures, student achievement value added measures, and Adequate Yearly Progress (AYP) and state or Federal guidelines. The criteria and amount of awards shall be made public to schools and staff no later than September 1 of the school year. If revenues are available, the Team shall determine whether revisions are required and distribute them to schools no later than the next September 1 of each school year.

6. Performance Tiers Definitions and Range of Discretion

The parties shall be encouraged to develop plans that push the boundaries of how schools typically function, rethink how schools operate, reduce barriers to innovation, and develop a plan that will sustain change.

a. Performance Schools

(1) Exemplary Campuses are performers with a sustained record of meeting or exceeding all the leading indicators. Their success suggests the need for less monitoring than others. The district may consider them as sites to introduce new curriculum, professional development and innovative pedagogy.

(2) Independent Campuses are schools with a stable history that possess an identifiable school culture and internal controls. The district may consider these schools as models of positive building culture and high expectations for its students.

(3) Initiative Campuses are uneven performers that have an established program, although they have been unable to sustain student achievement and other measures. The school may need more narrowly defined and time-specific effort from the district in the areas of specialized curriculum, concentrated professional development, and increased attention on one or more sub groups of students.

b. High Needs Schools

Schools that exhibit a history of low achievement are high needs schools. These are schools in the Intervention and Redesign categories, below, and other schools that may be identified by the Superintendent pursuant to a recommendation by the School Performance Team. These schools may have been redesigned within the last two years, have failed to make AYP for a number of years, or are part of a district-wide program initiative recognized by the EIP.

(4) Intervention Campuses are schools with little identifiable positive school culture and very limited student success. These campuses require a more prescriptive instructional program with possible resource infusion from both the district and/or outside educational partners.

(5) Redesign Campuses are schools suffering from sustained failure to achieve student success. These campuses need to be disbanded, reorganized and reopened within Board Policy. The School Performance Team is charged with developing recommendations to the Superintendent regarding the redesign of these schools. The parties commit to all stakeholders participating in the process.

7. Resource Stability

If a school has been placed into a high needs category, the district agrees to provide needed resources in personnel, training, and program adoption.

8. Staffing

a. Redesign Schools

All teachers in redesigned schools will be surplussed with an opportunity to reapply to that school.

When a school falls in the Redesign category, based on the criteria set forth in §155, and is closed, all teachers serving at the school shall be displaced and treated as surplussed. All teaching positions at any new school, which replaces the closed school, shall be considered vacancies. Teachers shall be selected based on their training, experience, and individual qualifications for the program to be offered at the redesigned school and for specific teaching positions. Teachers displaced by school redesign shall have the opportunity to apply for vacancies at the newly designed school or other open positions, if they possess the appropriate certificate or license, and shall have the rights afforded to surplus teachers under §250.3.a (3) above. However, §250.3.c shall not apply.

b. High Needs Schools

In association with local universities (Xavier University, University of Cincinnati, College of Mount St. Joseph, Northern Kentucky University, and Miami University), the parties will develop a Visiting Instructor Program (VIP) to help staff schools on the Initiative Campuses, Intervention Campuses, and Redesign Campuses. VIPs will then be able to have an initial entrance path to CPS employment upon completion of their licensure.

9. School Workday and Calendar for High Needs Schools

a. Schools may have additional professional development at the beginning of the year, throughout the school year, and as invited at the end of the school year.

b. The SPT will make recommendations regarding specific high needs schools' work day, work week, work year, compensation, and program to the Superintendent and Federation President, as co-chairs of EIP.

§160 GENERAL

1. Long Range Planning

The Board and the Federation agree that long-range planning shall be essential for an efficient and effective education program in the Cincinnati Public Schools. Any committee established by the Board for such purpose shall include representation from the Federation, appointed by the Federation. The Federation recognizes the Board's right to appoint additional representatives of the community, stakeholders, and parents.

2. Academic Freedom

Academic Freedom shall be guaranteed to teachers, and no arbitrary limitations shall be placed on study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning. However, such freedom must be exercised within the accepted standards of professional responsibility and to the Board's responsibility to govern the public schools.

3. Personal Life

A teacher's personal life shall not adversely affect his/her employment status except as it may directly prevent the teacher from properly performing his or her assigned duties during work hours. Within the framework of this section, teachers shall not be intimidated in their work by non-staff groups or individuals.

4. Residency

Teachers shall live where they choose. The Board and Federation encourage teachers to live in the school district and enroll their children in district schools.

5. Temporary Contract Alteration

A specific provision of this contract may be temporarily suspended or altered only upon the written consent of both parties.

§170 PROFESSIONAL DEVELOPMENT

1. Career in Teaching Program

The Federation and the Board are both committed to improving the profession of teaching. A profession offers opportunities for professional growth, involvement in decision-making, communication and collaboration, and increased responsibilities and accountability. Teachers have the opportunity to take on greater responsibilities which bring with it greater status, additional compensation, opportunities to collaborate, as well as leadership roles to improve instruction and raise student achievement. The parties also view a career ladder as a way to give incentives to attract and keep quality teachers in the profession. To this end, the parties have established and are mutually committed to revising the Career in Teaching Program that will inform the redesign of the current Teacher Evaluation System and be consistent with state and federal mandated reforms.

a. Levels and Advancement

(1) The Career in Teaching Program shall include four career development levels consistent with state language and levels and referenced in the Career and Teaching Program Agreement (Appendix D).

Level 1 – Resident Educator

A resident educator is a teacher without previous teaching experience. The resident educator teacher must have at least a temporary license. The resident educator will have a comprehensive evaluation conducted in the first year of teaching, and again in year two if the teacher fails to meet scores. The resident educator teacher will be nonrenewed at the end of the first year if s/he fails to achieve a score of two or better in all domains.

Annual assessments will be conducted in years two and three. In year four the teacher will undergo a comprehensive evaluation. As a result of the comprehensive evaluation the teacher will either be placed at the professional or higher level depending on their domain scores. The teacher will be nonrenewed/terminated at the end of the fourth year as a resident educator if professional status has not been attained.

Level 2 – Professional

A professional teacher is a teacher who has demonstrated the skills needed to have a career in teaching. A professional teacher has scores of at least 3 in each of the domains, but does not place in a higher level, and has an approved IPDP. The professional teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the career or other level. The first year assigned to career level, a teacher may not undergo a comprehensive evaluation.

Level 3 – Senior

A senior teacher who is continuing to master the art of teaching, demonstrating a distinguished level of teaching in some domains. The teacher has a score of four in Domain Three, four in at least one other domain, and all other domain scores of three, and has an approved IPDP. The senior teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the advanced or other level. The first year assigned to senior level, a teacher may not undergo a comprehensive evaluation.

Level 4 – Lead

A lead teacher is a teacher who has demonstrated outstanding teaching. The teacher must achieve a score of four in all domains and have an approved IPDP. The lead teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the lead or other level. The first year assigned to lead level, a teacher may not undergo a comprehensive evaluation.

(2) Lead teachers are selected from the advanced and accomplished levels and have met additional criteria established by the Career in Teaching Program Agreement. Lead teachers shall accept assignments, including teaching assignments, meeting the district's instructional needs. Advancement to the level of Lead Teacher shall not be automatic. The number of Lead Teacher positions available shall be determined annually by the needs of the district, but shall be at least 10 percent of the bargaining unit, subject, however, to agreement of the parties on the availability of funds, on the program budget, and on the distribution of lead teacher positions for each year. Lead teachers' duties may include the following:

consulting teachers, curriculum specialists, staff development specialists, demonstration teachers, subject leaders, team leaders, and program facilitators.

Lead teachers in district level positions shall have the right to return to the same schools and to the same or similar assignments without loss of seniority provided they exercise the right no later than the expiration of their first term.

If a school-based lead teacher position is eliminated during the lead teacher's first term in an assignment, the teacher has no rights to a position in the receiving school and the teacher may elect to return to the original sending school. If this occurs in subsequent terms away from the sending school, no specific assignment is guaranteed. Lead teachers shall receive stipends above the salary to which they would otherwise be entitled. Such pay, in recognition of the additional time worked and additional responsibilities, shall be negotiated by the parties, pursuant to the Career in Teaching Program Agreement.

(3) The Career in Teaching Program shall include all position classifications such as counselors, psychologists, school social workers, librarian/media specialist and teacher librarian/media specialist.

(4) The Career in Teaching Program is committed to having the credentialed lead teachers reflect the diversity in the district's teaching staff. Efforts shall continue to recruit all eligible candidates to apply for credentialing.

b. Career in Teaching Agreement

The Career in Teaching Program will be governed by a revised Career in Teaching Program Agreement.

Because the Teacher Evaluation System and Career in Teaching Program are so closely tied to each other, the work of the parties regarding CTP shall be closely coordinated with revisions to TES. As revisions are completed in the CTP that are independent of the revisions to TES, they shall be submitted for implementation. The parties shall develop a work plan and timeline for their work. The existing language of the current Career in Teaching Agreement shall remain in effect until the parties ratify a revised CTP Agreement.

Beginning in the 2011-2012 school year, the revised Career in Teaching Program Agreement will be fully implemented.

c. Lead Teacher Panel

The parties shall establish a six member Lead Teacher Panel. The term of each member shall be no longer than three years. The Federation shall appoint three lead teachers; the Superintendent shall appoint three administrators. There shall be co-conveners, one appointed by the Federation and one appointed by the Superintendent. The Panel will develop and implement the process for credentialing lead teachers and recommend additional roles and responsibilities for lead teachers but will not assign lead teachers to positions. The panel has the authority to make procedural decisions necessary to implement the plan; to interpret and apply provisions of the plan; and to amend the plan. Amending the plan requires unanimous agreement of the Panel and approval by the Superintendent and Federation President.

d. Funding

The Board will allocate $1.1 million each school year or an amount annually agreed to by the parties pursuant to the Career in Teaching Program Agreement exclusive of career teacher increments. Both parties may, by February 1, mutually agree to adjust the budget. Any adjustment must be the product of mutual agreement. If not requested, it shall remain the same as the previous year. The Federation and Board agree to mutually seek funding to supplement the planning and implementation of the plan including the funding of additional Lead Teacher positions.

2. Federation Conventions

Teachers shall be given up to 120 days of release time without loss of pay or benefits to attend Federation conventions and related conferences. Costs shall be charged against the Cincinnati Teachers' Professional Development Fund (CTPDF). The Federation will be assessed one-half the cost of the substitute for the leave of teachers whose attendance rate is less than 95 percent. Otherwise, additional costs shall be charged against the CTPDF.

The Committee is not required to release more than three (3) teachers from any particular school on a given day for Federation conventions or conferences. Adequate notice shall be provided to all schools so that arrangements for instruction may be made.

Conference leave shall not be granted during the first week of the school year unless the Federation's national convention is scheduled that week.

3. Educational Initiatives Panel

The Board and Federation recognize their responsibility to promote positive change and reform in the Cincinnati Public Schools in order to improve educational results. The parties agree that collaboration between teachers and administration is vital to the development and implementation of sound educational policies and programs. Therefore, the Educational Initiatives Panel (EIP) shall serve as a strategic planning team responsible for educational reform in the district. The Panel will be composed of an equal number of administrators appointed by the Superintendent and teachers appointed by the Federation. The Superintendent and the Federation President shall Co-Chair the Panel.

The EIP will monitor the progress of current initiatives, plan new programs, support and encourage local school improvement and restructuring efforts. Board of Education approval may be required for some programs or initiatives.

The Superintendent and the Federation President shall annually evaluate the previous year's work and then establish priorities for the work of the EIP. These priorities shall be on the agenda for the first meeting of the school year, no later than October 1. The Panel shall establish any necessary internal operating guidelines. The EIP shall be responsible to communicate regularly with its constituents.

a. Joint Committees

Committees which relate to instructional policies and practices, or those whose work will impact on terms and conditions of employment, shall be established as joint committees by the EIP. Each joint committee shall have Co-Chairs, one designated by the administration and one designated by the Federation. Committees shall have at least as many teachers as administrators. Teacher representatives shall be appointed by the Federation. The parties recognize the importance of parent and community participation in developing programs and the EIP will seek representatives from parents, community, and other employee groups, as appropriate.

The EIP shall review annually the existence of joint committees.

The EIP will monitor joint committees which currently exist and take action on their reports, with the following exceptions: Peer Review Panel, Career in Teaching Panel and Appeals Panel, Teacher Allocation Committee, Employee Benefits Committee, Cincinnati Teachers Professional Development Panel, and the Health & Safety Committee.

When a committee has been charged with making recommendations to the Superintendent, the Superintendent shall respond to the committee stating his/her intentions regarding the report.

The Board and the Federation are committed to having membership on joint committees reflect the diversity in the community, staff, and student population as well as representation by teaching fields, grade levels and/or professional roles.

b. State and Federal Funds

The EIP shall review programs supported by state and federal grants and approve plans regarding the best educational use of these funds. Funds shall include Title I and Title VI programs, Impact Aid, and Educational Mobility Funds, as well as other state and federal grants which may become available to the district. The EIP may establish committees in regard to specific programs referred to above. These committees shall be established in conformity with the state and/or federal requirements for stakeholder participation in program design.

c. Race to the Top (RttT) Implementation

Over the life of this contract, the parties agree to implement the Race to the Top (RttT) grant which provides an opportunity to expand existing district initiatives and to develop new innovative programs that will support classroom teachers and accelerate student learning.

CPS and CFT commit to the Educational Initiatives Panel (EIP) exclusively to monitor the duties, responsibilities, and procedures of a district-wide Transformation Team to oversee the Race to the Top program. This team must

have at a minimum an equal number of teachers to administrators, with teacher members appointed by the CFT. The parties recognize the importance of parent and community participation in developing programs and the EIP will seek representatives from parents, community, and other employee groups, when appropriate.

The parties agree to address RttT elements, including but not limited to, intervention models for Ohio Department of Education-identified low performing schools and/or other schools identified by the district; employee evaluation processes; student growth and data measures; district, school and classroom level data; and equitable distribution and assignment of staff. All provisions related to RttT as agreed to by the Board and CFT shall expire at the conclusion of RttT funding unless otherwise agreed to by the parties.

d. School Performance Team

On behalf of the district, the School Performance Team, a joint committee of the EIP, will address and review the district's schools' performance with special emphasis on high needs schools.

It shall be a joint committee of the EIP with ten (10) members, five (5) appointed by the Superintendent and five (5) appointed by the Federation President. Members shall serve terms no longer than four (4) consecutive years. The co-chairs of the School Performance Team shall also be members of the EIP. Recommendations of the Team go to the EIP.

Both parties will share responsibility for bringing innovative ideas as soon as possible to the Team for review by the EIP. The Superintendent and Federation President shall mutually establish timelines for review of these innovative concepts.

In the context of analyzing schools' needs and identification of tiers, pursuant to §155, the School Performance Team shall report to the EIP regarding new program initiatives, innovative program designs and alternate structures or organizations.

The Superintendent will, upon direction of the Board, review new models and determine school structures in order to develop a more expansive range of options for students, parents and teachers.

e. Teacher Incentive Award (TIF)

Ohio's Teacher Incentive Fund (OTIF) application is a critical component of Ohio's ongoing commitment to improving student achievement via strong initiatives, deep partnerships, and research-based best practices. TIF schools will incorporate these four elements: 1) multiple career paths: enables teachers to pursue a variety of positions throughout their career in or out of the classroom connected to the Career in Teaching Program, 2) ongoing applied professional growth: to increase student achievement by providing ongoing job embedded professional growth and development where teachers have time to meet, learn, plan, mentor, and share with other teachers to improve the quality of their instruction, 3) instructionally focused accountability: teachers are held accountable for applicable teaching standards as well as the academic growth of their students, and 4) based on availability of funds, incentives up to $4,000 per teacher or the amount negotiated in the guidelines.

4. Curriculum Councils

Curriculum Councils are elected bodies established by the Federation to represent teachers in the various subject areas as well as support service professionals. Curriculum Councils will work cooperatively with the Superintendent's Designee and other appropriate administrative units to develop and maintain high quality curriculum, assessment instruments and practices, and select and/or create high quality teaching materials. Curriculum Councils will provide teachers for textbook selection committees and for development or revision of curriculum and assessment instruments.

Councils also provide a vehicle for teachers to communicate among themselves about effective teaching practices, research and other new developments in their disciplines, communicate with professional organizations in their disciplines and with external agencies which impact on teachers or can assist teachers in their work. Councils are encouraged to plan professional development activities for their constituents.

Each Curriculum Council shall have a chairperson, which shall be a lead teacher position. The Chairperson shall be selected by the Council's Steering Committee and approved by the Superintendent's Designee.

In addition, each Council shall have the opportunity to send one elementary delegate and one secondary delegate, one of whom shall be the Chairperson or designee, to the national convention of the professional organization for that discipline, funded by the Professional Development Fund. The Fund's expense and reporting guidelines shall apply.

The Curriculum Council Chairpersons shall together constitute the Interdisciplinary Council; the Superintendent's Designee shall meet at least quarterly with the Interdisciplinary Council to discuss the district's instructional programs and act, as needed, to improve quality. Further, the district shall designate a liaison to each of the Curriculum Councils for on-going communication. Resolutions of Curriculum Councils may be presented to the EIP after having been reviewed by the Interdisciplinary Curriculum Council. The EIP shall respond to the resolution within 45 days.

5. Individual Professional Development

Professional Development hours scheduled during the teacher workday may be applied toward Individual Professional Development Plans (IPDPs).

§180 SCHOOL BUDGETS

1. Commitment of Parties to a Balanced Budget

The Board and Federation acknowledge their commitments to educate the children of the District within a balanced budget and to work cooperatively to achieve these goals.

The parties further acknowledge their commitment to focus additional funds, as the resources are available, to reducing K-12 class size, providing student services in the area of social work to students in grades K-8, and for counseling students in grades 9-12.

2. Budget Commission

The Superintendent and the Federation President shall appoint a CPS Budget Commission to:

a. Ascertain what percent of the budget is spent on instruction and other direct services to students vs. administrative, logistical and support services.

b. Recommend a budget annually to the Superintendent.

c. Monitor district and school spending compared to budget.

d. Monitor CPS revenue and pursue additional revenue at local, state, and federal levels and ensure that CPS pursues available grants that support its priorities and programs.

e. The Board is committed to equitably distributing resources among schools.

The Board shall provide the information required for the Budget Commission to discharge the duties listed above. The Budget Commission shall establish a meeting schedule so that the recommendations for the schools' initial budgets may be made by January 15 and such that recommendations to the Superintendent may be made by May 1.

These established dates for the Budget Commission will not preclude the Superintendent from making staffing recommendations to the Board within the timeframe required by the Ohio Revised Code. The Budget Commission shall be chaired by the Superintendent, Federation President and a community member mutually agreed upon by the parties.

3. District Funding of Schools

School budgets shall be charged the average salary and benefits per FTE for each job classification in its budget.

The school district shall send the annual budget packet and quarterly budget reports to the LSDMC members and ILT co-chairs.

4. Money for Instructional Supplies

Funds allocated by the Board for consumable classroom materials and supplies shall be spent for that purpose. The amount allocated to each school for this purpose shall be reported to the principal and to the Federation building representative annually. The dollar apportionment for supplies made available to the school or unit shall be made on an equitable basis system-wide.

5. Adequacy of Supplies

Supplies, equipment and instructional material necessary for the implementation of all programs and course work shall be provided to teachers for each school year. The Board shall ensure that teachers have reasonable access to copy machines at each school for the reproduction of teaching materials. The ILT may allocate funds from their instructional supply money for consumable supplies for the copy machine**.** ILTs shall be responsible for ensuring the adequacy of supplies to each teacher.

§200 TEACHER CERTIFICATES AND CONTRACTS

Believing that higher standards are needed for schools, teachers and administrators in order to provide an outstanding education for all students, the Board and Federation affirm their commitment to the legal guidelines for licensure in Ohio.

1. New Teachers

New teachers shall hold a Provisional License, successfully complete the Entry-Year Program and performance assessment within two years, and obtain a five year Professional License.

2. Teaching Outside Area of Certification

No teacher shall be required as a condition of employment to teach outside his/her area of certification/licensure.

3. Renewal of Certificate/License

Teachers who have a certificate or license on file in the Human Resources Office, which needs to be renewed, shall be informed by the administration of the necessity to renew in January of the year of renewal.

4. Re-Employment of Limited Contract Teachers

Limited contract teachers who are re-employed shall be offered contracts before the close of the school term.

5. Contract Renewal

A contract shall be considered automatically renewed unless notification is given by April 30, except that supplementary contracts shall terminate upon completion of the assigned duties and payment therefore and are not subject to notification to the employee of non-renewal.

6. Continuing Contracts

Beginning in SY 2011-2012 and for the life of this contract, the newly designed Teacher Evaluation System (TES) and Career in Teaching Agreement (CITA) will outline the criteria and procedures for attaining tenure. A teacher who has previously held a continuing contract in Ohio shall become eligible for a continuing contract after serving a two-year period in the Cincinnati Public Schools, provided the teacher's comprehensive evaluation has affirmed that he/she meets the criteria for tenure and the teacher holds a valid or appropriate Ohio Teaching Certificate or professional license.

Any teacher hired after January 2011 will remain on a limited contract until they qualify for a continuing contract in accordance with criteria in TES and CITA. At that time, the district will determine if the teacher meets the prerequisites for a continuing contract as defined by the TES Contractual Work Group.

A teacher may waive his/her right to be considered for a continuing contract by stating in writing to the Human Resources Director that he/she does not wish to be considered for a continuing contract. Such a declaration shall preclude a teacher being considered for a continuing contract. To be considered for a continuing contract for a subsequent school year the teacher must submit another declaration to the Human Resources Director requesting a review of his/her eligibility by November 1.

Full-time personnel with multiple job contracts shall be permitted to apply for a continuing contract in the field of choice, provided they work at least one-half time in that field.

A teacher's continuing contract shall not be withheld due to delay in receiving transcripts from a college or university provided the teacher supplies official documentation that the necessary courses have been successfully completed and is in good standing with the college or university.

7. Year of Service

A year of service for regular, full-time contract teachers shall be a minimum of 120 days of full-time employment within a given school year. A day of service for regular, full-time contract teachers shall be a minimum of seven hours.

8. Continuing Contracts for Non-Classroom Teachers

Employees serving in the position classifications of counselor, librarian/media specialist, psychologist, teacher-librarian/media specialist, school nurse, and school social worker, upon meeting the above criteria as they apply to the aforementioned positions, shall be offered a continuing contract, upon re-employment in their current positions.

If an employee previously held a continuing contract as a classroom teacher during the current period of employment in the Cincinnati Public Schools and is reduced-in-force from a second position classification for which s/he holds a current continuing contract, the employee shall have the option of waiving the current continuing contract and reverting to the former continuing contract status as a classroom teacher. In the event the employee is reinstated to the position classification from which s/he was reduced-in-force, the employee shall have the option of selecting which continuing contract is to be in effect.

9. Notice of Separation

Consistent with state statutes, teachers should notify the Board of their separation from service, for any reason, no later than July 10.

10. Rehiring Educational Retirees

Educational retirees may be considered for re-employment without public hearings, notwithstanding ORC. 3309.345.820.

Educational retirees re-employed as a full-time teacher by the district after the ratification of this agreement shall receive a limited contract. They shall be placed on level 3 of the salary schedule, and may move no higher than level 6. The educational retiree loses previous lead teacher credentials, training or career increments, and eligibility for any subsequent severance incentives.

a. Seniority

An educational retiree re-employed as a full-time teacher shall not accrue seniority vis-à-vis non-rehired retirees. However, they shall have seniority vis-à-vis other re-employed educational retirees.

In times of economic constraints, re-employed educational retirees shall be the first to be released as a result of a Reduction in Force (RIF).

Part-time teachers, limited contract teachers, and those with continuing contracts shall be considered to have greater seniority than re-employed educational retirees. Those returning from RIF shall be considered only during the transfer rounds in which new hires with no experience are considered. Those selected for positions shall be re-employed.

§210 TEACHER EVALUATION

The parties have executed a Memorandum of Understanding (MOU) dated November 3, 2010 to review and revise the TES.

In addition to the issues in the MOU, the following issues will also be considered:

- How to provide for and integrate professional development with the standards in the evaluation system;
- How to reduce the time required from the teachers being evaluated;
- How to develop and maintain exemplars to illustrate to teachers what behaviors and activities are expected;
- Whether the number of standards can be reduced; and

- How to include more formative activity, including coaching, mentoring and other support and assistance for teachers being evaluated.

1. Evaluation

a. Orientation

As part of the evaluation process, teachers must attend an orientation about the evaluation standards and procedures. The evaluators, prior to conducting an initial observation shall introduce themselves at the school site and explain their role and duties to the teacher.

b. Ratings

Ratings will be developed as part of the redesign of the TES.

c. Standard Evaluation Form

There shall be one (1) standard Comprehensive Evaluation Summary Form specific to each teaching classification and one (1) standard Annual Assessment Report Form and one (1) standard Performance Review Evaluation Form used for evaluation of classroom teachers, which shall be provided to teachers in the orientation.

Each position classification in the bargaining unit shall have a standard form for Comprehensive Evaluations, Annual Evaluations, and Performance Review Evaluations that captures their duties and responsibilities.

d. Who Administers the Evaluation

The principal or assistant principal or teacher evaluator/consulting teacher shall be responsible for administering the evaluation process. Any teacher who performs or assists in the evaluation of another teacher shall be certified by the district as competent to do so. In addition to holding licensure, administrators shall also participate in the training. Teachers assigned to non-public schools and teachers assigned to three or more schools may be evaluated by an administrator designated by the Superintendent, or by a consulting teacher or teacher evaluator.

e. Observation Reports

The evaluator shall, as a part of the evaluation process, list the date, time, place, arrival and departure times, and subject of observations made with the classroom teacher, which are used, as the basis of the evaluation. It is recognized that the observation reports for non-classroom teachers may not be specific as to date, time, and place because the report may include observations of activities occurring over a period of time. However, such reports shall specify the type of activity observed.

f. Evaluator's Responsibilities

Before a teacher may be given a rating in a comprehensive evaluation, the evaluator(s) must:

(1) have made at least four (4) observations (either individually or cumulatively) of the teacher's performance, sufficient in length to justify the conclusions; new hires and teachers on intervention must have at least six (6) observations;

(2) have consulted with the teacher being evaluated;

(3) have provided the teacher with written suggestions for improvement which are reasonable;

(4) provide written reasons for such decision after a final consultation with the teacher; and

(5) provide feedback after Comprehensive Evaluation.

After the deadline for appealing scores has passed, the Teacher Evaluator (TE) and teacher shall have a conference. The TE shall provide the teacher with feedback about the evaluation that includes specific written recommendations based on the strengths and deficiencies witnessed by the TE. The feedback shall include professional development opportunities and possibly specific workshops, courses, seminars provided by the District, Mayerson or other providers.

The teacher is expected to use the product of this conference to design their Individual Professional Development Plan (IPDP) and to develop goals and measurement parameters for annual evaluations until the next comprehensive evaluation.

g. When Teachers May Be Evaluated using the Comprehensive Evaluation Process

h. Teachers will be scheduled for a Comprehensive Evaluation:

(1) during the teacher's first year of service

(2) during a teacher's last year of resident educator status

(3) every fifth year of service, as funding allows

(4) during the year preceding eligibility for a continuing contract

(5) when the teacher is on intervention

(6) when the teacher is applying for lead teacher credentials

(7) when the teacher volunteers, if capacity to serve them exists

(8) when the teacher has been assigned to a different position classification

(9) when the teacher has not met the performance standard expected for his/her current level as defined in TES.

If a teacher currently at career level or higher receives a 1 or 2 in any domain, the subsequent comprehensive evaluation will be conducted through the Intervention component of the Peer Assistance and Evaluation Program.

i. Annual Assessment

(1) A teacher shall undergo the annual assessment every year s/he is not participating in a comprehensive evaluation or induction or intervention. Annual assessment, defined in the TES shall include at least 1 classroom observation sufficient in length to justify the conclusions reached.

(2) A teacher may participate in a Performance Review Evaluation (PRE) at levels 12-15, 17-19, and/or 22-25.

Teachers will be scheduled for a Comprehensive Evaluation upon reaching levels 16, 21, or 26. Additionally, a comprehensive evaluation will be completed prior to level 8 in anticipation of a continuing contract.

j. Referral to Intervention

(1) When the teacher's principal has concerns about the teacher's performance, the principal shall inform the teacher in writing of his/her concerns for the evaluation. The principal shall refer the teacher to the Peer Review Panel to be considered for Intervention.

(2) Twenty working days after the PRP receipt of a request for investigation, the principal and teacher shall receive written notification of the intervention decision, unless the PRP extends due to extenuating circumstances. Consulting teacher caseloads shall not be considered extenuating circumstances. If the PRP does not place the teacher on intervention or the PRP is late the principal can choose administrative appraisal within the context of the Teacher Evaluation System.

(3) Teachers on intervention shall not move on the salary schedule until they have been released from intervention. At that time, they will be placed on the appropriate level based on the criteria in §700.

k. Teacher Request for a Comprehensive Evaluation

Teachers, who ask to be considered for a continuing contract, teachers applying for initial lead teacher credentials, and volunteers, if capacity to serve them exists, must submit a written request for comprehensive evaluation to Human Resources starting April 15, but no later than September 15.

l. Use of Evaluation

The observation and evaluation process shall be carried out with the full knowledge of the teacher and shall not be used in a manner inconsistent with the purpose of evaluation.

m. Special Assistance for Newly Assigned Teachers

Special assistance shall be given to newly assigned teachers using such resources as can be provided by the principal, the consulting teacher, and other personnel.

n. Teacher's Copies of Reports

Each teacher shall be given a copy of all report forms and supportive documents forthwith, following each observation. Assessments, including classroom observation summaries, must remain confidential and must be delivered in a sealed envelope.

o. Deadlines for Final Written Evaluations

The Comprehensive Evaluation Summary shall be completed and submitted to the Human Resources Office no later than the 2nd Friday in March if the rating could result in the teacher being non-renewed, terminated, placed in intervention, or denied an increment. In the case of a recommendation of non-renewal arising out of the evaluation process only, the evaluator's recommendation of non-renewal of a limited contract shall be given to the teacher not later than the 2nd Friday in March. All other evaluation reports shall be completed and submitted by May 1. Failure to meet these deadlines may be a basis for appeal. Copies of all evaluation materials shall be furnished to the teacher evaluated prior to placement in the teacher's personnel file. The teacher shall have the right to attach a written comment to the report. In the event the teacher is to be terminated, the Board shall advise the teacher in compliance with the Ohio Revised Code.

(See exception regarding mid-year dismissal, §210.2.g)

p. Appeal Process

This paragraph applies only to evaluations done outside the Peer Assistance & Evaluation Program Process:

The Superintendent and Federation President shall each appoint two (2) members to a TES Appeals Panel. The Panel shall review TES appeals of teachers. Teachers may appeal the scores by sending a written *Request for Review* to Human Resources within 10 working days of receiving the final scores on the comprehensive evaluation. The TES Appeals Panel shall review the documentation and determine if the evidence supports the scores given by the evaluators. If not, the TES Appeals Panel will review the evidence and provide new scores. If the TES Appeals Panel overrides the appeal, it shall delineate the specific rationale in writing to the teacher.

q. Appeal with Respect to Non-Renewal

Teachers who receive notice of a recommendation for non-renewal as a result of an evaluation shall have the following appeal rights:

(1) Teachers evaluated through the PAEP shall have the appeal rights specified in the Peer Review Guidelines; and

(2) Teachers not evaluated, as part of the PAEP shall have those appeal rights from an administrative recommendation for non-renewal specified in Appendix C. A limited contract teacher with less than five consecutive years of satisfactory or better service shall be entitled to a written notice of the Superintendent's recommendations not to re-employ the teacher and such notice shall be given to the teacher no later than the first Monday in April.

In addition, any teacher who receives a written notice of the intention to terminate or not re-employ the teacher shall have the rights specified in §300.3.d, e, or f.

r. Joint Committee Decision-Making

After the first year of implementation of the TES, the EIP shall be responsible for the following:

(1) Appointing a joint subcommittee to review and revise the TES guidelines once the work outlined in the TES MOU of November 3, 2010, is completed.

(2) Analyzing data and monitoring the progress of the Teacher Evaluation System for equity, reliability and fairness.

2. Peer Assistance and Evaluation Program

The Board and the Federation have established a Peer Assistance and Evaluation Program to improve the quality of teaching in the Cincinnati Public Schools. PAEP has two components: (a) Induction designed to assist and evaluate teachers during their first two years of service in the district; and (b) Intervention, intended to assist experienced teachers who exhibit serious deficiencies. Intervention shall be reserved for teachers who have completed three or more years of service in the district.

a. Peer Review Panel

The Peer Review Panel (PRP) shall serve as the governing body of the program, shall recommend to the Superintendent consulting teachers and shall determine program guidelines consistent with terms of the Collective Bargaining Contract and Board policy. The panel shall be responsible for administering the budget of the Peer Assistance and Evaluation Program. It shall consist of an equal number of teachers appointed by the Federation and administrators appointed by the Superintendent.

Beginning one year after the ratification of the new Teacher Evaluation System, the PRP shall review the program guidelines every two years.

b. Scope of Program

The Peer Assistance and Evaluation Program shall be available in all teaching fields and ESP categories. Up to 20 consulting teachers (FTE's) shall be assigned by the Peer Review Panel depending on caseloads arising each school year. Additional consulting teachers, if needed, may be funded through the Career in Teaching Program budget. Part time consulting teachers shall be utilized to serve certain teaching fields where there is not a sufficient caseload for a full time position. Consulting teachers may also be assigned to conduct classroom observations of teachers participating in comprehensive evaluations as defined in the TES.

c. Caseload for Consulting Teachers and Teacher Evaluators

Caseload of full-time consulting teachers shall be limited to 14. Each teacher in intervention or having a comprehensive evaluation for a second consecutive year will count as 1.5 in their caseload. Other teachers participating in the comprehensive evaluation will count as 0.16.

However, the contractual TES Workgroup and subgroups established by the parties will, as a product of their work, revise the limits for caseload for full-time and part-time Consulting Teachers and Teacher Evaluators effective the 2011-12 school year.

d. Term for Consulting Teachers/Teacher Evaluators

Consulting teachers/Teacher Evaluators shall serve in the position for a maximum of 3 years.

e. Applicants for Consulting Teachers/ Teacher Evaluator

Applicants for consulting teacher/Teacher Evaluator positions may not apply for administrative leadership. However, a teacher may remove his/her name for such consideration in order to apply. A consulting teacher may not be appointed to an administrative position while serving as a consulting teacher and for one full school year after serving as a consulting teacher.

f. Stipend

Full-time Consulting Teachers/Teacher Evaluators are lead teachers. The PRP shall consider any lead teacher applicant(s) who is properly certificated for an available Consulting Teacher/Teacher Evaluator position. However, if no lead teacher applies, the PRP may select an otherwise qualified applicant who is not a lead teacher but has received an advanced or accomplished rating on their last evaluation.

Consulting Teachers/Teacher Evaluator shall receive lead teacher stipends consistent with the CITP agreement. However, a Consulting Teacher/Teacher Evaluator who is not a lead teacher shall receive an annual stipend of $3000.

g. Mid-Year Dismissal

If a teacher is under Comprehensive Evaluation during the second year of service and if, in a December interim report, the teacher is rated unsatisfactory, s/he may be dismissed. In the PAEP, such recommendations for dismissal prior to the end of the school year must be approved by the PRP. In such cases, the teacher shall have the rights afforded to a limited contract teacher facing non-renewal for performance reasons under the Collective Bargaining Contract. Dismissal under this provision shall not afford the teacher the due process rights under O.R.C. §3319.16.

h. Teacher Responsibilities

Teachers being evaluated under the PAEP are expected to cooperate with the process.

If a teacher's excessive absences prevent the CT from completing the evaluation process, and at least two evaluations have been completed, and the scores at that time would justify non-renewal or termination, the teacher shall be non-renewed or terminated. However, the teacher may opt to return the following school year if they agree to undergo at least two observations prior to December 1. If, after those two observations, the teacher's evaluation would still justify non-renewal or termination, the teacher may be released any time thereafter. To participate in this option, the teacher is required to sign an agreement permitting early release from employment.

§215 DISCIPLINE AND DISMISSAL

1. Right to a Conference

Before a teacher has a written reprimand placed in his/her official personnel file or personnel file maintained at the building level or before a teacher receives an administrative transfer, suspension without pay for a period not to exceed three (3) days, or a written notice of dismissal, the teacher, upon request, shall have a conference during which the circumstances shall be explored. In cases of an administrative transfer, suspension without pay for a period not to exceed three (3) days, or notice of dismissal, the administrator shall notify the teacher of his/her right to have such a conference. The teacher shall be entitled to be accompanied by a Federation representative or another employee of the teacher's choice. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference.

2. Notice and Site of the Conference

Disciplinary conferences may be held either at the Education Center or at the school. The teacher shall receive at least three (3) days notice in writing of the conference and said conference will be arranged at a mutually convenient time for all parties.

3. Conference Timing

The conference shall precede the discipline as stated in paragraph above except in extreme circumstances where removal from duties may need to precede such conference.

4. Rights under State Law

If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under state law, except where the parties have established specific rights and procedures which are provided in lieu of statutory proceedings.

5. Discipline

As a form of disciplinary action, the Superintendent may recommend to the Board that a teacher be disciplined. Such discipline may include: administrative leave with pay from one to ten days and up to a three-day suspension without pay. However, a teacher may file a grievance challenging the suspension.

§220 TEACHING ASSIGNMENTS

1. Change in Assignments Defined

A change in assignments shall be defined as a change within a building, a teacher's team assignment or, for teachers not assigned to teams, as a change in a teacher's level and/or subject area within a building or unit.

2. Certification/Licensure

A teacher shall be assigned classes according to his/her certification/licensure.

3. Vacancies in Buildings

Vacancies are subject to assignment within the building using the procedure below before any vacancies are posted district-wide. After teaching assignments within the building are determined, remaining vacancies, if any, shall be posted district wide.

4. Assignment to Teams

A teacher who wishes to change teams must submit his request to the team leader and principal. All other requests for changes in assignment must be submitted to the principal by February 1.

Once the school has received its annual budget, the staff will develop team structures according to §145 or to other organizations approved by the Superintendent, and submit team plans by February 10 to the ILT. The ILT will either approve or reject the staff's overall and individual team plans. The principal must also concur. If either has concerns or objections, the team or teams will reconvene and resolve the objections by February 20. The ILT and principal shall determine team assignments by March 1. The LSDMC shall review the overall team plans.

Vacancies, which occur after initial assignment to teams, shall be subject to assignment procedures above.

5. Principals' Role

Principals are expected to confer with departments regarding assignments for the following school year, including when assignment changes become necessary or vacancies occur.

Principals shall direct each department in secondary schools and primary, intermediate, and special education departments in elementary schools to separately meet for the purpose of recommending teaching assignments for the following school year. A teacher who desires to change departments must submit his/her request, in writing, to the lead teacher or department chair by February 25. Departments shall submit their recommendations to the principal prior to March 1, taking into account special qualifications, which may be necessary for magnet program positions. Secondary departments shall also take into account experience and qualifications that may be needed for particular courses. Department members shall strive for consensus in making recommendations to the principal. However, any teacher may indicate, in writing to the principal, his/her disagreement with the recommendations. Where a magnet program exists or is created within a neighborhood school, the teachers in that program shall meet to recommend assignments following the procedures outlined above.

The principal shall either:

a. Approve the recommendations of the department, or

b. Decline to approve the recommendations in whole or in part and inform the department members of his/her objections or concerns. The department shall then reconvene, consider the principal's objections and/or concerns and report their final recommendations to the principal by March 10.

The principal shall then determine the schedule and notify teachers of their tentative assignment before the last day of school.

However, the principal may decide after considering department recommendations (and disagreement of individual teachers, if any), to post a vacancy on a district-wide basis. In this event, the principal shall communicate to the teacher, in writing, why he/she believes the teacher does not possess training, experience, or individual qualifications appropriate for the assignment.

Seniority is not considered unless training experience and individual qualifications are substantially equal. In that situation, seniority shall control the choice.

The principal or designee shall determine the teaching assignments in consultation with the ILT.

6. Assignment Changes

a. Elementary Schools

Changes in assignments after the initial notification may be necessary due to changes in enrollment (school wide or grade level) or program offerings. When such changes become necessary prior to the beginning of the school year, the principal shall notify teachers in writing of the change at the teacher's summer address, including the reasons therefore.

b. Secondary Schools

Assignment changes after the initial notification may be necessary due to changes in enrollment, student optioning, program offerings or problems, which arise in creating the master schedule. In such cases, the principal or assistant principal shall consult with the department chairperson before making assignment changes. Principal or assistant principal shall notify the affected teachers at their summer addresses of the change and the reasons therefore.

c. Timing for Changes in Assignment

Assignment changes after the beginning of the school year shall occur only for reasons of change in pupil enrollment or program offerings. After the first quarter, changes shall take place at the beginning of the quarter and the affected teachers shall have at least four weeks prior notification.

7. Teacher Day

a. Length of Workday

The teacher workday shall be no more than four hundred twenty (420) consecutive minutes per day, including a duty-free lunch period of thirty (30) minutes.

b. School Organization Structure

K-8, 7-12, and 9-12 schools will follow schedules of predominate school organization (i.e. same opening, closing time, lunch, minutes for instruction and planning bells). Because grades seven and eight are no longer housed in separate facilities, language concerning that specific organizational structure is obsolete.

c. Preparation Time - Elementary Teachers

Elementary K-8 teachers shall be assigned preparation and/or conference time of 255 minutes per week.

The Federation and Board agree that all elementary students should have regular instruction by art, music, and physical education specialists. While such instruction is scheduled, the regular classroom teacher shall have a preparation and/or conference period. Every elementary school shall have certificated P.E., art, and music specialists who are non-load bearing. The Board shall assign sufficient specialists so that each K-6 student shall receive instruction from each specialist. While such instruction is scheduled, the regular classroom teacher shall have at least three preparation and/or conference periods. In addition, each elementary teacher shall be assigned at least one additional 30 minute preparation/conference period weekly during the students' school day.

d. Elementary Library Session

If an elementary class is taken to the library for the presentation of a regularly scheduled lesson by the teacher-librarian/media specialist, the class teacher shall be authorized to use the time for a preparation and/or conference. However, if the teacher has otherwise been scheduled for the required minutes of preparation time, the principal may assign the teacher to participate with the class in the library.

e. Paraprofessional Schedule

Paraprofessionals who work directly with a team of teachers will be scheduled by the team. Paraprofessionals who serve the school as a whole, if any, shall be scheduled by the ILT and approved by the principal. Any overload paraprofessionals may be scheduled for up to 60 minutes of duty and lunch. Paraprofessionals shall not be diverted from their approved schedule except in emergencies.

It is the intent of the district that non-teaching supervisory duties should be assigned to non-teaching personnel and every effort shall be made to do so. Such duties shall include monitoring bus arrivals or departure or student boarding, monitoring the cafeteria, playground, hallways or student restrooms. The ILT shall recommend a schedule of duties for paraprofessionals to the principal. To the extent possible, the principal shall assign duties as recommended. If an insufficient number of non-teaching personnel hinders the assignment of supervisory duties to non-teaching personnel, the school may request additional paraprofessional time from the Teacher Allocation Committee.

Teachers will cooperate in the evaluation of Paraprofessionals who assist in their classroom.

Teachers shall be responsible for providing direction to Paraprofessionals assigned to their classrooms.

These provisions do not relieve teachers of the responsibility to assist in the enforcement of school rules and in the maintenance of decorum and discipline required for instruction.

f. Daily Schedule - High School Teachers

For high school, the daily schedule shall consist of not more than a homeroom and 280 minutes of classroom instruction.

(1) Where the school is organized on a seven (7) 50 minute class period schedule, each non-career technical teacher will be assigned no more than five (5) regular classes and one period for preparation. During the remaining period, a teacher may be assigned to study hall (for up to one period per week or the equivalent amount of time during the school year) or to tutoring, including tutoring for proficiency tests, or may volunteer for other student activities with the approval of the principal, for up to three (3) periods per week or the equivalent amount of time during the year. The remaining two (2) periods per week shall be reserved for preparation or conferences. However, at team based schools, the remaining periods may be used to meet requirements for team planning periods, as provided in h., below

(2) Where the school is organized on a six (6) class period schedule of 55-minute class periods, each non-career technical classroom teacher will be assigned no more than five (5) regular classes and one (1) period for preparation.

(3) Where the school is organized on an eight (8) class period schedule, each non-career technical classroom teacher will be assigned no more than six (6) regular classes and one (1) period for preparation. This form of organization shall be used only for magnet schools or programs with unique requirements.

(4) High schools may adopt schedules different from the three options above, provided the schedule is recommended by the principal and ILT and approved by a 2/3 vote of the entire faculty. After presentation of the proposed schedule, approval by the LSDMC and final approval by the Superintendent is required.

(5) All teachers in grades 9-12 shall be assigned no less than 225 minutes per week of preparation and/or conference time or one class period daily, whichever is greater. This preparation and/or conference time shall not be assigned outside the limits of the students' school day.

g. Team Planning

At schools, the ILT shall adopt a schedule in which teachers assigned to a team are scheduled for team planning, if possible, no less than one (1) class periods/week. The Board shall not be required to employ additional teachers solely to comply with this provision.

h. School Day

The daily schedule shall be determined by the ILT and LSDMC. The Superintendent shall determine which schools will be early and late starts and the daily schedule must be within §220 7a.

K-12 schools shall adopt master schedules that accommodate the different needs of elementary and secondary students. The secondary and elementary divisions they designate shall adhere to the provisions in this section. The ILT shall seek recommendations from the level when making decisions affecting only that level.

i. Leaving School or Work Center

Teachers may only leave the school or work center with the approval of the principal or his/her designee, or during the 30-minute duty-free lunch. The teacher shall always notify the office of departure and arrival.

j. Number of Preparations - Secondary Teachers

Teachers (7-12) shall not be assigned more than three preparations in each marking period, including one-quarter course. In the event that the principal is unable to schedule classes in compliance with this provision, the principal may, after consultation with the teacher and the department chair involved, schedule additional preparations by distributing them in an equitable manner, including the academic level of the classes assigned, within a department.

A preparation is defined as a grade level designation or a specific course within a subject area, requiring a separate textbook and/or specific "curriculum bulletin".

k. Assignment of Specialists/Librarians

Elementary Teacher-Librarians/Media Specialists

Each elementary school shall be staffed with a full-time Teacher-Librarian or licensed Media Specialist. In the event a properly licensed Teacher-Librarian or Media Specialist is not available to fill a vacancy, the school may choose another specialist to fill the vacancy. Teacher-Librarians or Media Specialists shall work an additional five days beyond the standard teacher contract. In schools of 700 students or more, a paraprofessional shall be assigned to the library for one hour a day to assist the teacher/librarian. This paraprofessional should be proficient in the use of technology.

A single job description/category shall be developed to allow all K to 12 certified/licensed librarians to transfer between elementary, middle, and secondary schools without the requirement of changing position categories.

Specialists Service to All Schools

The Board will provide P.E., art, music, and library services to all elementary students. Access to these specialists shall be equitably distributed among all schools based on enrollment. Expansion of these services shall be tied to district resources.

All students shall have access to the services of a counselor and/or school social worker.

Specialists may be assigned to more than 2 schools. Any teacher assigned to more than one school shall have non-classroom duties at only one school. The time allowed for travel shall not be during the 30-minute duty-free lunch period.

The parties are committed to providing instrumental instruction to elementary students. Commitments to provide personnel for this instruction shall be maintained. Elementary music instructors may be assigned up to 5 schools. In addition, at those elementary and secondary schools, where program demands it, instrumental, and choral music instructors will be provided to secondary schools based on the availability of funds. These teachers shall be centrally assigned and may be assigned to more than 2 schools.

l. Pupil Breakfast Programs

Teachers shall not be required to participate in any pupil breakfast program unless it is within the four hundred twenty (420) minutes.

m. Traveling Teachers

At schools where, because of facility limitations, all teachers do not have a classroom of their own, the principal and ILT shall jointly develop and implement guidelines to accommodate traveling teachers. The affected teachers shall be represented in the process. These arrangements shall include, at minimum, providing such teachers with desks and a secure place to store instructional materials and personal possessions.

8. Professional Responsibilities

a. General Responsibilities

The instructional responsibility includes the daily preparation for effective teaching to district promotion, credit granting standards, or graded courses of study, including defining teacher goals in terms of the learner, having a wide knowledge of methods, including classroom management techniques from which selection may be made, making effective use of instructor assistants for classroom instruction, and using evaluative techniques that are consistent with those goals. Teachers are expected to adhere to professional standards in regards to attendance and punctuality, grooming, professional growth and renewal, collaboration and cooperation with other personnel. However, these responsibilities are only one (1) element of the total professional task. Responsibilities, some of which require time beyond the school day, as defined in Paragraph (7.a.) of this section, that are considered part of the contractual assignment are:

(1) Parent and student conferences to report and evaluate pupil progress. The parties agree that involving parents in the school and with their children's education, including regular communication with parents, is very important to student success. Teachers are encouraged to develop and implement a plan for maintaining contact with parents regarding student progress. Parents are encouraged to contact teachers if they have concerns about student progress. However, neither parents nor other visitors shall be permitted to interrupt class or come to a teacher's room during class time unless they have made an appointment with the teacher. Parents and other visitors shall be required to check in at the school office.

(2) Conferences with other teachers and administrators regarding students.

(3) Except in emergencies, inservice and staff meetings to improve the instructional program shall be held on Mondays. No more than two (2) building wide staff meetings may be scheduled per month. Business faculty meetings shall last no longer than one (1) hour except in emergencies. However, meetings scheduled specifically for inservice training or on the first day of the teacher work year may exceed one hour. Inservice shall be planned in consultation with the faculty.

Faculty meetings may be used for professional development.

Teachers may also be required to attend four district-wide inservice or subject area meetings per year, which shall be scheduled on Mondays. Reasonable advance notice shall be given to teachers expected to attend.

At secondary schools, the workday may be extended up to two additional Mondays per month for departmental, grade level, parent or student conferences, or other professional meetings at the school level, scheduled with the teacher.

(4) During the school year, the annual open house and the annual school orientation meeting, if any.

(5) Committee assignments and student activities which do not require an extensive amount of time beyond the school day shall be distributed equitably by the principal after consultation with the ILT. Committees shall be consistent with the provisions of §150.1.f. No teacher shall be required to accept more than two committee assignments functioning at any one time at the building level. No teacher shall be required to accept more than one (1) student activity sponsorship functioning at any one time.

b. Activities Considered in Evaluation

While teachers may participate in other activities beyond the school day not referred to above and in additional activities, such other or additional activities are voluntary. However, these activities, once undertaken, are a component of the Teacher Evaluation System.

c. Activities Receiving Additional Compensation

It is recognized that certain specified activities, which require an extensive amount of time beyond the school day, receive additional compensation beyond the regular salary schedule. Those activities, which are recognized for additional compensation, are indicated on Salary Schedule E, for Athletic Activities and Extra Curricular Activities and co-curricular activities.

9. School Calendar

If the calendar committee recommends a school calendar and the superintendent recommends a different calendar both will be presented to the Board of Education for consideration and a decision.

The student testing/assessment schedule will be placed on the calendar before the school year begins to allow teachers advance notice. The schedule may be changed if state requirements change during the year. Testing schedule changes not required by the state will be made by mutual agreement of the Administration and Federation.

The school calendar for the school year(s) shall reflect student session days, record reporting day(s), professional meeting day(s) and paid/unpaid holidays.

Student Instructional/Attendance Days – SY 2011-2012..... *.182*
Student Instructional/Attendance Days – SY 2012-2013..... *.180*

These are days in which instruction of students takes place for no less than the minimum requirements of state statutes.

Records/Conference Days……*1*

At semester break, teachers will receive one release day and are expected to perform the equivalent of two one-half days of parent/team conferences arranged at a mutually convenient time in their school and coordinated within the district calendar. These two, 3-hour conferences shall be scheduled for evenings no earlier than 5:30 p.m. to accommodate parent work schedules. These conferences should be scheduled within the parameters established by the district.

Professional Meeting Days – SY 2011-2012.... ..... *....3*

The opening day of school without students is for the purpose of preparing for the opening of school.

Calendar years 2012-2013 and 2013-2014 will be aligned with state law and developed according to the process outlined in the CBA.

Paid Holidays ..... *....8*

Eight (8) days considered as a part of the work year that employees are not required to report.

Total School Year..... 191

10. Monthly Calendar

The adopted school calendar shall be printed at Board expense in the "monthly" format. Each member of the bargaining unit shall receive one (1) such copy of this printed calendar.

11. Preparation for Instruction

Teachers shall be required to show evidence of daily preparation for instruction including lesson plans in a format determined by the ILT. Written lesson plans shall include objectives which reflect indicators/standards, the activities to be used to achieve the stated objectives, and the means to be used in evaluating whether the objectives have been achieved. Where objectives or activities for lessons are contained in the teacher edition of assigned textbooks or in adopted curriculum bulletins, teachers will not be required to duplicate or copy such information, but may make reference to such information in abbreviated form. Teachers shall not be required to complete any other form describing their daily lessons other than the teacher's lesson plan. Career and lead teachers shall not be required to submit lesson plans to the principal or designee except during a classroom visit or on an individual basis where the principal has concerns about the teacher's instructional program.

Each teacher shall provide emergency lesson plans for inclusion in substitute folders. The format and contents of the folder shall be recommended by the ILT including procedures for periodically updating the folder.

§230 TEACHER ABSENCE

1. Availability of Sick Leave Allowance

a. Accrual of Sick Leave

Pursuant to Section 3319.141 of the Ohio Revised Code, all full-time teachers shall accrue sick leave at the rate of one and one-fourth (1-1/4) day per month for each year under contract. "Full-time" shall be defined as one hundred ninety one (191) days or more of service for at least seven (7) hours per day. Teachers who render less than full time, per diem or hourly service shall accrue proportionate amounts of sick leave for the time actually worked. Unused sick leave shall be cumulative without limitation, with the exception of new hires after May 22, 2004. New hires will be limited to a 200-day cap. Sick leave shall be credited fractionally and accrued in accordance with the Ohio Revised Code.

b. Availability of Sick Leave

The amount of sick leave available during any pay period shall not exceed the amount at the beginning of the pay period.

c. Accumulation of Sick Leave

No sick leave shall be accumulated for a teacher in pay status of less than one (1) day in any pay period or less than eight (8) hours in any pay period.

d. Attendance Incentive

Any teacher who has 96 percent overall attendance for a school year shall have 1 day of sick leave added to his/her accumulated sick leave at the end of the school year. For this purpose, only absence due to sick leave or leave without pay shall be included in calculating the teacher's attendance rate.

2. Sick Leave Advance

Any teacher whose sick leave is exhausted shall receive an advance of five (5) days in the pay period in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave he/she subsequently accumulates. Only one (1) such advance shall be granted until all sick leave advances have been repaid. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final paycheck. In addition to the advance of five (5) days referred to above, a teacher is eligible for an advance up to an additional fifteen (15) days of sick leave in the pay period(s) in which loss of pay would otherwise occur subject to the following conditions:

a. STRS Disability Applicants

If an employee seeking a sick leave advance is also an applicant for STRS disability retirement benefits, the Board may require the employee to sign an agreement that s/he will repay the sick leave advance within six years if s/he is not reinstated as a Board employee.

b. Paying Back Advanced Sick Leave

Said additional advance shall be charged against sick leave the teacher subsequently accumulates. However, a maximum of 10 of the 15 sick days a teacher accrues annually shall be applied to the repayment of the sick leave advance.

c. Yearly Limits

No more than one (1) such advance shall be granted in any year from July 1 through June 30.

d. Repayment before Teacher Accrual

No more than one (1) such advance shall be granted unless the teacher has accrued sufficient sick leave to repay any additional sick leave advanced.

e. Balance at Separation

Any balance of advanced sick leave remaining to a teacher's credit at separation shall be deducted from the teacher's final paycheck.

If an employee dies prior to returning from sick leave and repaying the advance, the Board may seek to recover the amount owed from the estate or the Board may deduct the amount owed from any salary or benefits payable to the employee.

f. Approval of Advance

Such additional advance shall be made upon the written application of the teacher accompanied by a physician's statement showing the necessity of such additional advance and the written approval of the Superintendent. Approval shall not be unreasonably withheld.

3. Termination of Employment and Sick Leave

a. Retaining Sick Leave Upon Termination

A teacher who leaves the employ of the Board shall retain his/her accumulated sick leave for ten (10) years from the date of termination of his/her last contract.

b. Credit for Previous Employment upon Re-Employment

A teacher re-employed by the Board who, since leaving the employ of this Board, has been employed by other boards of education or by state, county, or municipal governments of Ohio shall receive full credit for sick leave accumulated both in the prior employ of the Board and in the employ of other agencies listed above as shown in the records of the last employing organization in accordance with the Ohio Revised Code.

c. Credit for Previous Employment upon Initial Employment

Any teacher being employed by the Board who has been in the service of another board of education or state, county, or municipal government of Ohio shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization in accordance with the Ohio Revised Code.

Employees hired January 1, 1997 or after, shall not be eligible for conversion upon retirement of sick leave earned with another Ohio public employer. When such employees use sick leave, pursuant to §230.2, they shall first use the sick days earned with the other Ohio public employer(s) until 50 percent of such sick leave is exhausted. Thereafter, when sick leave is used, the Board shall alternately deduct 1 day of leave earned with the district and 1 day of leave earned with other employers.

4. Limitations and Requirements for Sick Leave Allowance

a. Restrictions on Sick Leave Allowance

No salary payment for days of absence under sick leave provisions shall be made to any teacher except as provided in subsequent paragraphs.

b. Use of Sick Leave

A teacher may use sick leave for absence due to personal illness, injury, pregnancy, and exposure to contagious diseases, which could be communicated to others, and for absence due to illness, injury, or death of the teacher's immediate family. However, a teacher may use one day of sick leave per year for absence due to observance of a religious holiday.

(Immediate family includes: parent, step-parent, child, spouse, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew and niece.)

c. Procedure for Using Sick Leave

For an absence resulting from the aforementioned causes chargeable to sick leave, the prescribed form of the Board must be completed and is subject to administrative approval. This form shall accompany the advice of change in payroll, which is signed and submitted, by the principal or the person in charge.

d. Maternity/Paternity/Adoptive Leave

A teacher may use up to 30 days sick leave for absence due to the routine care and bonding with a newborn or newly adopted child.

5. Frequent Absence

When a principal is concerned about a teacher's use of sick leave, the principal should confer with the teacher to determine whether the district can assist the teacher with any problem that may be causing or contributing to the teacher's absence. The principal may inform the teacher of the Employee Assistance Program (EAP) and/or other services. Depending upon circumstances, this section should be invoked before §§ 7 or 8, below.

6. Medical Explanation

A teacher who has used ten (10) or more sick leave days during a school year may be required to provide a medical explanation or a physician's statement justifying the absence. Otherwise, s/he may be required to visit the EAP or a similar service. Any consultation with or services provided by EAP shall be confidential, between the teacher and the EAP counselor.

7. Abuse of Sick Leave

At any time the principal has reasonable suspicion that a teacher is abusing any claimed sick leave, the principal may require the teacher to present evidence that his/her use of sick leave is legitimate, or may give the teacher a written warning which shall include reasons for the suspicion of abuse. The teacher may choose to present evidence that his/her use of sick leave is legitimate to the EAP or similar service. In that event, the EAP shall verify to the Board if the teacher's use of sick leave is legitimate but shall not reveal the specific conditions or reasons, without the employee's consent, unless otherwise required by law.

If the principal is not satisfied with the evidence presented, s/he may refer the matter to the Director of Human Resources. If the Director has reasonable suspicion that the teacher is abusing sick leave, the teacher may be required to visit the EAP or be examined by a Board designated physician.

Abuse of sick leave may result in suspension of pay for up to three days as provided in §215.5 or in suspension or discharge pursuant to ORC §3319.141.

8. Return to Work

If a teacher expects to be absent for an extended period, the teacher shall provide to the principal an estimated date of return. After 10 consecutive days of absence, a teacher shall provide the principal with an estimated date of return, unless the teacher is incapacitated.

9. Extended Absence Due to Personal Illness

If a teacher has been absent due to personal illness continuously for more than fifty-nine (59) days or is expected to be absent for such period due to personal illness and after consultation with the teacher, s/he shall be in unassigned sick leave status until his/her sick leave days have been exhausted or until the end of his/her current employment year, whichever is later, at which time s/he shall be placed on leave of absence or separated pursuant to applicable regulations and statutes. For purposes of this section, "current employment year" is defined as the year beginning August 1 and ending July 31, during some part of which the teacher has actually rendered service. A satisfactory teacher with more than one (1) year of service shall have the right to return to the position the ensuing school year.

No advance of sick leave for the ensuing school year shall be granted to a teacher in unassigned sick leave status.

Nothing in this section shall be construed to preclude a teacher from returning to active employment from unassigned sick leave status.

10. Death in Family

Teachers shall be allowed up to three (3) days of absence chargeable to sick leave for death in the immediate family or a permanent member of the household. Additional days may be allowed, chargeable to sick leave, upon approval of the Superintendent or his/her designee.

11. Personal Leave

Three (3) personal leave days shall be available for teachers who are employed before September 30 in the school year. Any teacher employed October through January shall be allocated two (2) personal leave days. Human Resources may assign up to two personal days for teachers employed after January.

It shall be the responsibility of the principal and ILT to jointly develop a plan identifying the number of teachers who may use personal leave on Monday, Friday, days preceding or following a recess or holiday, or any day in May or June.

Personal leave shall be granted if the request complies with the site's personal leave plan and sufficient notice has been provided to the principal. Five (5) days prior to leave on Tuesday through Thursday and ten days prior to leave on Monday or Friday, the day preceding or following a recess or holiday, or any day in May or June is considered sufficient notice. In cases of emergency, these time limits shall be waived.

Any unused personal leave days shall be converted to sick leave on July 31. For any teacher who leaves the Board's employ during the school year, unused personal leave days shall be converted to sick leave upon separation.

12. Military Leave Not to Exceed Thirty-One (31) Days

Any teacher may, at any time upon application and approval thereof, be granted a leave of absence for military service not exceeding thirty-one (31) days in one (1) calendar year as specified in Section 5923.05, Ohio Revised Code. If the teacher's military pay during such a period of absence is less than his/her regular pay would have been for such period, s/he shall be paid by the Board the difference between his/her regular pay and his/her military pay for such period. In determining the teacher's military pay for the purpose of this section, allowances for travel, food, housing or uniforms shall not be considered, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

13. Extended Military Service

A teacher who leaves his/her position to serve in the armed forces of the United States, as defined by law (Ohio Revised Code 3319.14) shall be considered to be on special leave of absence; and s/he shall be entitled to return to the service of the Cincinnati Public Schools under the terms of pertinent statutes, except that said teacher must return to service with the schools before one (1) year has elapsed from date of discharge. Upon such return, the teacher shall be returned to service in the school without loss of professional or financial status.

14. Non-Compensated Leaves of Absence

a. Personal Illness or Illness in Immediate Family

Upon proper application and verification thereof, a teacher, except those employed in non-contract positions, shall be granted a leave of absence without pay for personal illness or illness on the part of the teacher's immediate family for the current school year.

b. Study and Peace Corps

Upon proper application and approval thereof, a contract teacher with three (3) years of satisfactory service may be granted a leave of absence for study, Peace Corps or exchange teaching in a school outside the Cincinnati Public School system when such teaching is clearly in the interest of Cincinnati Public Schools. A contract teacher may be granted additional leaves of absence, without pay, of like duration for such purposes upon completion of additional periods of professional service of three (3) or more years.

c. Travel and Special Consideration Leaves

A teacher who has completed five (5) or more continuous years of contract status service as a member of the professional staff of the Cincinnati Public Schools, and who has attained continuing contract status, may upon recommendation of the Superintendent be granted a leave of absence without pay for travel or special purposes upon completion of additional periods of professional service of five (5) or more years.

d. Maternity/Parental/Adoptive Leave

(1) A teacher anticipating the birth or adoption of a child to the family may request a maternity/parental or adoptive leave of absence.

(2) A teacher desiring such leave shall send, as soon as possible, to the Human Resources Office a request for such leave, which shall indicate the date desired to begin such leave. The request shall be accompanied by a statement from the physician indicating the anticipated birth of the child. In the case of a request for adoptive leave, a statement from the adoption agency may be substituted for the physician statement.

(3) The teacher shall, except in unusual circumstances, plan such leave to begin at a natural break in the instructional program, such as the end of a unit of study, the end of a marking period, the beginning of a vacation period, so that effectiveness of instruction may be maintained. If the conditions set forth in subparagraphs (1) and (2) above are met, the request for leave shall be granted.

(4) The date of return from such leave shall be determined by the teacher after consultation with his/her physician, where applicable, and shall be planned to coincide with a natural break in the instructional program.

(5) The Human Resources Office may require a statement from the teacher's physician stating that the teacher's health will not be jeopardized by her remaining at work prior to leave or her returning to work following leave.

(6) A maternity/parental/adoptive leave shall be for a definite period, usually the current contract year (unless the leave commences in the second, third, or fourth term of the contract year in which case it may extend, at the teacher's discretion, through the next ensuing contract year) subject to renewal for medical reasons substantiated by a physician's statement.

e. Public Service Leave

A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon application, leave of absence without pay in order to run for or serve in public office shall be granted. Upon return from public service leave, the teacher shall be restored to his/her former contract status.

f. Duration of and Return from Leave of Absence

A leave of absence shall be for a definite period, usually the current contract year, subject to renewal at the discretion of the Superintendent, as provided elsewhere in this contract.

Return from leave of absence prior to the stipulated expiration date shall be permitted. Assignment shall be made to the first available vacancy for which the teacher is qualified.

A teacher returning from a leave of absence shall be placed along with surplus teachers and teachers requesting voluntary transfers, with the following exception. A teacher requesting a leave of absence shall return to the same school if the teacher so requests, and meets the following conditions:

(1) The leave is effective at the beginning of the school year and the teacher agrees to return at the beginning of the ensuing school year.

(2) The teacher requests the leave by August 1.

In such cases, the teacher shall be treated as a member of the staff of that school in making assignments and surplussing decisions, if any, for the ensuing school year.

g. Return from Disability Retirement

A teacher's return from disability retirement shall be governed by applicable statutes and will normally occur at the beginning of the school year following a determination by STRS that the teacher is able to return to work. However, the teacher may request to return to work during the school year. In that event, the teacher shall be placed in the next available vacancy for which s/he has the necessary qualifications, experience, and training, and, provided STRS has notified the Board that the teacher is no longer disabled. In addition, a teacher who returns to CPS service from disability retirement within 5 years retains his/her seniority as of the effective date of the

disability retirement. If the returning teacher has been on disability retirement for more than three years, s/he may be placed on evaluation, provided the teacher is notified no later than October 31.

15. Civil Disturbance

In case of a civil disturbance, which occurs before the teacher leaves his/her residence for his/her assignment, the teacher should make every effort to contact the proper school authorities who will determine whether the teacher will be required to report to work. Teacher compensation shall not be affected nor shall the teacher lose any sick days or personal leave days by school closing due to civil disturbances. If the teacher is re-assigned, s/he shall report to another school where no such disturbance exists.

16. Appearance in Court

a. Compensation During Jury Duty

Employees summoned for Jury Duty shall incur no loss in pay, benefits or accrued leave. In case of absence in response to a subpoena in (1) a court proceeding, or (2) an administrative hearing, in which neither the teacher nor a labor organization recognized by the Board is a party, the Board shall deduct from the employee's salary only the amount of any witness fee or other compensation in excess of $35 per day.

b. For Personal Matters

A teacher required to testify or to attend court proceedings as a party in a criminal or civil matter, not of their own making, may use jury duty for the absence. Otherwise, personal leave shall be used.

c. Compensation When Teacher or Federation is a Party

In case of absence from duty for (1) a court proceeding or (2) an administrative hearing, in which the teacher or the Federation is a party, no salary shall be paid to the teacher for the period of absence, except as allowed under the appropriate section of Board policies, unless in the judgment of the Superintendent the teacher should receive pay because the court proceeding or administrative hearing arises from a justifiable line of duty action on the part of the teacher.

d. Subpoenas

If a teacher is subpoenaed for a non-contract day, and the administration cannot provide a court substitute or arrange a continuance, the employee shall be paid at his/her daily rate, on a pro rata basis.

17. Assault Leave

a. Procedure

Pursuant to Section 3319.143 of the Ohio Revised Code, the Board shall provide teachers with assault leave by which a teacher who is absent due to physical disability resulting from an assault, which occurs in the course of employment, shall be maintained on full pay status during the period of such absence. A teacher suffering such an assault may request assault leave by furnishing a signed statement on a form prescribed by the Board.

Assault leave shall be granted upon approval of the request by the Superintendent. Approval by the Superintendent shall not be unreasonably withheld. The Superintendent may from time to time review the status of a teacher on assault leave so as to determine whether such leave shall continue. A teacher returning from assault leave shall be treated in the same manner as a teacher returning from sick leave. A teacher who has been on assault leave more than 45 days shall apply for disability retirement benefits from the State Teachers Retirement System or the teacher's assault leave will cease.

For daily rate substitutes, salary paid during an assault leave shall be paid based upon the average number of days worked per pay period during all previous pay periods, not to exceed five pay periods. The amount of assault leave paid under this provision shall not exceed 180 days.

b. Payment for Medical Treatment

If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed

statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

c. Exclusive of Sick Leave

Assault leave granted under this section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code. All earnings paid under this section are in lieu of workers' compensation benefits.

§240 TEACHING CONDITIONS

1. Contributions/Donations

Solicitation of teachers for contributions and/or donations shall be limited to announcement of opportunities for such contributions. The Federation and the Board recognize the special importance of the United Way and United Negro College Fund and encourage every reasonable effort toward participation.

2. Faculty Facilities

The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained for the benefit of teaching and learning.

3. Faculty Space

A facility shall be available to teachers during the school day where liquid refreshments may be purchased. ILT shall determine the use of the proceeds pursuant to Board Policy.

4. Intercoms/PA Systems

All classrooms are to be equipped with a means of direct communication with the school office.

The administration shall be responsible for the efficient operation of the public address system. An audible signal shall be given to indicate the intercom is “on”. Announcements during instructional time shall be minimized.

5. Personal Use of Technology

Each individual teacher receiving an emergency telephone call in the main office will be notified of the call. Teachers’ use of personal cell phones and technology shall not interfere with their duties during the work day. Misuse or overuse of these devices either for telecommunications or texting is subject to discipline. Any misuse of the district’s computers, equipment, or internet access by teachers is also subject to discipline.

6. Library Funds

Fines collected for lost or late library books shall be returned to the school library for use in expanding the collection, and shall be in addition to their regular budget allocation.

The administration shall provide to each school a list showing the amount of library fines collected by each school and returned to each school. The principal shall furnish this information to the librarian or teacher librarian, if any.

7. Health and Safety

a. Cooperation of Board and Federation

The Board and the Federation will cooperate in making reasonable provisions for the safety and health of its teachers.

b. Grieving Hazardous Conditions

A teacher or group of teachers who believes that a teacher is being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the assignment in question shall have the right to file a grievance at Level Two.

c. Safety Committee

The Board and the Federation agree to name a Safety Committee consisting of two (2) members designated by the Federation, and two (2) members designated by the Board. The Safety Committee will advise the Superintendent in writing in promoting safety and industrial hygiene. The Board shall determine the specific means by which an alleged safety or industrial hygiene condition is corrected or eliminated, including taking equipment out of service. The committee will hold regular monthly meetings and may decide to conduct inspections, where necessary.

d. Utility Failures

The Federation shall be informed promptly when utility failures occur and of the actions the administration plans to remedy the problem.

e. Snow Removal

The Administration shall implement procedures for prompt removal of snow and ice for pedestrian safety.

f. Safety Procedures for Dangerous Materials

The Board shall establish and distribute to teachers safety procedures for the storage, handling, and disposal of chemicals and dangerous materials, incorporating OSHA standards. Further, the Board shall identify teachers to receive training regarding these standards. The science/health curriculum council shall participate in the planning of such training.

g. Moving

Teachers will be compensated through mover's insurance for lost property during transitions provided the teacher has submitted an inventory of personal property to the principal prior to the move; district will supervise actual movement of property.

§250 TEACHER TRANSFER PROCEDURES

1. Voluntary Transfers

a. Honoring Transfer Requests

Teacher requests for transfer will be honored if positions are available and the teacher is qualified for a particular vacancy. However, a teacher who is in the intervention program may not apply for transfer unless approved by the Peer Review Panel.

Teachers shall be considered for vacancies by school interview panels according to procedures described in e. below. At the time a teacher is offered a position, s/he shall either accept or refuse the position. If a teacher accepts a position, s/he may be required to report to that assignment. However, a teacher who was surplussed from a building may return to that site until the first day of the new school year. However, a surplus teacher who has accepted a transfer may elect to waive his/her right to return to his/her original school and to serve instead at the newly assigned school for the coming school year.

A teacher may refuse a voluntary transfer after accepting a position only for extenuating circumstances and if it is feasible to reassign the replacement.

b. Vacancy Announcements, Applications and Timeline

Teachers may apply for positions by category. Schools will continue to identify specific open positions.

There shall be two transfer periods, Round 1 and Round 2. During these transfer periods, teachers may apply only for positions included in the vacancy announcement for that transfer period and only positions listed in these vacancy announcements may be filled.

The Board shall announce throughout the school district vacancies known for the following school year. Teachers who submit a request for transfer shall be considered for the announced vacancies. The district shall at the same time post Lead Teacher vacancies, indicating if there are vacancies at those schools for which Lead Teachers may apply.

Round 1

During Round One, the following teachers may apply for a transfer to any position listed in the vacancy announcement: teachers returning from leave, teachers surplussed from positions, and unassigned teachers. These eligible applicants may list up to ten (10) positions.

In addition, teachers may request a voluntary transfer to vacancies at schools identified as high needs schools by the School Performance Team and approved by the Superintendent. These eligible applicants may list up to five (5) positions.

A teacher who accepts a position is not eligible to seek another position in subsequent rounds.

Vacancies listed shall be filled, to the extent possible, prior to Round One Deadline.

Round 2

During Round two, the Board shall announce throughout the district all vacancies for the following school year, which were not included in the Round 1 announcement, and those vacancies remaining open from the Round 1 announcement. The district shall at the same time post Lead Teacher vacancies, indicating if there are vacancies at those schools for which Lead Teachers may apply. During Round Two, the following teachers may apply for a transfer to positions listed in the vacancy announcement: teachers returning from leave, teachers surplussed from positions, unassigned teachers. These eligible applicants may list up to ten (10) positions. In addition, new hires with previous experience, and teachers requesting a voluntary transfer.

Vacancies listed on this announcement must be filled, to the extent possible, and teachers notified by the mutually agreed date. However, if vacancies remain unfilled at the end of this transfer period, any remaining requests from teachers returning from leave, unassigned teachers, and surplussed teachers must be considered, along with new candidates.

All teachers who apply for transfer in Round 2 by the end of the staffing timeline shall be notified whether or not they received a transfer.

The Board will send an updated list of all vacancies to the Federation and to all schools for posting.

Vacancies which remain or occur after July 1 may be filled first by surplussed teachers and teachers returning from leave of absence who have not yet been placed, and new employees shall also be eligible. The exception to this is the district may hire properly trained Montessori teachers to be assigned to Montessori schools to positions for which they are properly certificated/licensed, even when a pool of surplus teachers without Montessori training exists. The district may also hire outside applicants that can help achieve a higher HQT status for the district before placing surplussed or returning teachers.

Vacancies, which occur after the school year begins, may be filled by hiring. However, teachers hired after the school year begins may be displaced at the end of the school year and treated as surplus.

Any teacher returning from leave, surplussed from a position, or unassigned and who has not been placed by the end of Round 2 shall remain in the pool of teachers to be considered for subsequent vacancies, including during the ensuing school year. If not placed at the beginning of the school year, the district will deploy the teacher in a manner consistent with their certification, training, experience and qualifications, and other considerations consistent with the needs of the district. The teacher shall continue employment with the school district. The teacher may fully participate in transfer rounds in subsequent school years.

c. Teachers Returning From Leave of Absence

The Human Resources Office shall mail vacancy announcements to teachers scheduled to return from leaves of absence. Such teachers shall have the opportunity to apply for vacancies and shall be considered along with teachers requesting transfer. Teachers scheduled to return from leave of absence who are not placed by July 1 shall have priority for placement along with surplus teachers.

d. Modification of Dates

The Federation President and the Superintendent will meet annually to set staffing time line dates. They may agree to modify specific dates used in these transfer procedures to accommodate the school calendar. Modifications must be announced before the annual process begins. The dates for budget and staffing activities will be established and announced annually.

*Job share deadline: Prior to Round 1

e. Selection Process

The Board and Federation agree that teachers and principals should have a greater role in selecting teachers to fill vacancies. Therefore, the parties agree that such decisions shall be discussed jointly by the principal and teachers in that department, team, or level at the school. These provisions apply only to positions, which serve at a single school and report to the principal.

When vacancies occur, teachers in the department, team, primary or intermediate unit shall elect no more than four teachers in the unit, one of whom shall be the lead teacher in the unit, if any, to serve with the principal or designee as an interview panel. In schools, the team and the principal or designee shall constitute the interview panel, with the addition of a teacher in the same subject area as the vacancy who shall be appointed by the ILT. When vacancies occur in school wide positions, including elementary and middle school art, music and physical education specialists, educational service personnel, librarians and teacher-librarians, the ILT shall select four teachers to serve with the principal or designee as an interview panel. If fewer than three teachers remain in a team, department or unit, the ILT shall select additional teachers to serve on the interview panel to reach a minimum of three. The panel shall review any relevant written information provided by the applicant or by the principal, and interview preferred applicants. Following such review and the interviews, the panel shall select a teacher for the vacancy. In making its decision, the panel shall apply criteria stipulated in f. below. Selection of a candidate requires the agreement between the principal and a majority of the teachers of the selection panel.

A team of teachers or the majority of the team with appropriate certification for the posted positions may apply for vacant positions at any school, which has a sufficient number of vacancies.

For vacancies occurring during summer recess, the principal shall be responsible to make good faith efforts to contact all screening panel members. At least two members of the screening panel must participate in the summer selection process**.**

Appeals of decisions made by local school interview panels shall be submitted directly to the Alternate Grievance Panel. Appeals may be filed by a current CPS teacher who applied for a vacancy but was not selected, by the Federation or by any teacher who alleges that the provisions of this section were not honored in the interview and selection process. Decisions of the Alternate Grievance Panel are final and binding. If the Panel's vote is tied, the decision of the interview panel shall be upheld.

f. Determining Factors in Granting Transfer Requests

If more than one teacher who is properly licensed or certified requests a transfer, seniority will not be considered unless training, experience, and individual qualifications are substantially equal. In that case, seniority shall control the choice.

g. Withdrawal of Transfer Request

A teacher may withdraw his/her name from the transfer list at any time prior to written notification of transfer from the Human Resources Office.

h. Vacancy Announcements to Non-Public School Sites

Vacancy announcements shall be distributed through email and website postings, where available.

i. Newly Created Positions

The Board shall include newly created positions in district-wide vacancy announcements. Such positions include full time teaching assignments and non-classroom student service positions not previously available at a school.

If such a position is created after the June 1 vacancy announcement, a notice shall be posted to the school and district website and emailed to all teachers assigned to the school where the position will be created and who possess appropriate certification or licensure. The Board will allow one calendar week from the date of the notice for teachers to apply before filling the position. Such vacancies are subject to the provisions in §220 Assignment and §250 Transfer.

j. Notice of Transfer Granted

All notices of transfer shall be in writing from the Human Resources Office.

k. Monitoring Personnel Actions

At the end of Transfer Rounds One and Two, and by the day after Labor Day, the Board shall publish a cumulative list of the teachers selected for each position to be sent to all CPS sites receiving vacancy announcements.

2. Administrative Transfers

A teacher receiving an administrative transfer shall be informed in writing with the reasons delineated by the Superintendent or designee.

In addition to other grounds for administrative transfer, a teacher may be administratively transferred for refusing to take training necessary to implement the school's program focus.

3. Surplussing

a. Reasons for Surplussing

Teachers may be surplussed due to decreased enrollment or a change in program offerings or school organization. Surplussing shall be treated by the following procedures in the order of priority:

(1) Before a teacher is treated as "surplus", voluntary transfer requests from that teacher's building shall be granted if a position is available.

(2) Before a surplus teacher is transferred from his/her school, that teacher who is properly certificated or licensed may displace a junior teacher within the building, provided training, experience, and individual qualifications are substantially equal.

(3) When a surplus teacher is to be transferred from his/her building, that teacher shall have the opportunity to express preference for existing vacancies and be placed along with those teachers requesting a transfer, teachers returning from leave of absence and unassigned teachers. If a choice needs to be made between two (2) or more teachers who are properly certificated or licensed and their training, experience, and individual qualifications are substantially equal seniority shall control the choice.

b. Relocating/Restructuring/Merger/Consolidation/Surplussing in All Schools

Relocating

(1) When an entire school is relocated to a new site, all teachers assigned to such school who desire to remain with the school by transferring to the new school site may do so provided that positions are available.

Restructuring

(1) When an entire school is restructured, all teachers assigned to such school who desire to remain with the school by transferring to the restructured site may do so provided the teacher's licensure/certification is appropriate for the position available.

Merger

(1) If an entire program or school is merged with an existing program or school of the same type, all teachers in both sites shall be considered as one staff and any necessary reductions in staff shall be done in accordance with this section.

(2) When new positions are added in a program within a building or school, such positions shall be treated as vacancies.

(3) Any teacher who is declared surplus shall be entitled to exercise the right to displace a junior teacher within the building in accordance with provisions of Section §220 and Paragraph 3.a above.

Consolidation

(1) When two or more existing schools are consolidated, all teachers from the sites shall be considered as one staff and any reductions in staff shall be done in accordance with this section. Prior to staffing reductions, teachers from all affected sites shall be given the opportunity to indicate whether or not they want to be considered for a position in the consolidated school. Teachers indicating they do not wish to be considered shall be surplussed without rights.

(2) Teachers indicating they wish to be considered but are surplussed shall have return rights under §250.3c. Additionally, any teacher indicating a preference to remain that is surplussed, shall have rights set forth in §250(3)(a)(2).

(3) When two or more existing schools are consolidated, the administration must consult with the Federation prior to making a determination regarding the strategy for delivering instruction. However, the administration retains the right to make the final determination.

(4) Training shall be made available to all teachers not trained in the strategy for delivering instruction after the consolidation in accordance with the district's overall professional development process.

(5) Surplussing and staffing for consolidated schools will occur in conformity with district-wide transfer schedule and be accomplished by the principal or the administration's designee in the absence of a principal.

c. Returning to Original School

Surplus teachers shall have the right to return to their original school in the reverse order of their transfer out, provided a request for such transfer is made and the return can be accomplished within one (1) year of the original transfer, the teacher's last performance evaluation was satisfactory or better. However, if a surplus teacher joins a team at another school, his/her right to return shall be postponed until the teacher fulfills or is released from his/her team commitment, pursuant to §250.1.m and shall apply only for the ensuing school year.

d. Notification of Surplussing

Any teacher who is surplussed shall be sent written notification. If verbal notice is given, written notice must be sent within 10 days.

e. School Intervention and Redesign

When a school falls in the Redesign category, based on the criteria set forth in the §155, and is closed, all teachers serving at the school shall be displaced and treated as surplussed. All teaching positions at any new school, which replaces the closed school, shall be considered vacancies. Teachers shall be selected based on their training, experience, and individual qualifications for the program to be offered at the redesigned school and for specific teaching positions. Teachers displaced by school redesign shall have the opportunity to apply for vacancies at the newly designed school or other open positions, if they possess the appropriate certificate or license, and shall have the rights afforded to surplus teachers under §250.3.a (3) above. However, §250.3.c shall not apply.

4. Job Sharing

Two properly certificated teachers may, upon written joint request to the Director of Human Resources prior to Round One, share one position at a single school for the ensuing school year with each teacher assigned and paid 50 percent, upon approval by the principal. Both teachers shall comply with the provisions of the contract and may designate certain

responsibilities and working conditions such as lunch and preparation time subject to the approval of the principal. The Board shall pay the cost of all benefits.

Both teachers shall return to full-time status if previously employed full-time effective the ensuing school year, unless another written joint request for the ensuing school year is approved by the principal. Teachers returning to full-time status from job sharing shall be considered for vacancies within the building and district along with surplus teachers, teachers returning from leave and teachers requesting transfers.

If either of the teachers who are sharing a position cannot or will not perform his/her share of the duties of the shared position, the remaining teacher shall remain in the position, full time.

Teachers sharing a position shall receive credit for a full year of service for purposes of certificate or license renewal or upgrade and one-half year of service credit for placement on Salary Schedule C.

5. Selection of Educational Service Personnel

The following provisions shall govern selection of teachers for vacancies in educational service personnel positions, including counselor, school social worker, psychologist, librarian/media specialist, teacher librarian/media specialist, home-school teacher or home-school coordinator. Teachers who are properly certificated or licensed for one or more of the above positions, or who expect to be certificated or licensed by August 1, may apply by April 15 for assignment to a position for the following school year. Each year the Board shall announce this opportunity to teachers by March 15. The announcement shall include the certification or licensure and any other qualifications required for each position.

One screening panel shall be established for all such positions, convened by the Human Resources Director or his/her designee. Alternately, the Human Resources Director or his/her designee may convene separate panels for one or more ESP categories. Each panel shall consist of an equal number of administrators and of practitioners currently serving in such positions who shall be appointed by the Federation.

The purpose of the screening panel(s) shall be to recommend candidates for placement on eligibility lists for ESP vacancies. The panel(s) shall consider all applicants who meet minimum qualifications, including candidates who are not current CPS employees, and shall review references, personnel files, and other data necessary in arriving at its recommendations. All deliberations shall be confidential. The panel shall submit to the Human Resources Office a list of candidates recommended for ESP positions in each of the above categories. This list shall constitute the eligibility list for ESP vacancies for the following school year, unless the position is filled.

Applicants may remain on the eligibility list for no more than two years without applying again to be considered by the screening panel.

However, the Human Resources Director or his/her designee may reconvene the screening panel(s) during the summer or during the school year if less than 3 applicants remain on the eligibility list for an ESP category or if there are more vacancies in an ESP category than applicants on the eligibility list.

If it is necessary to convene the panel to screen candidates for the eligibility lists during the summer months, the Human Resources Director shall notify the members of the panel at least 48 hours in advance of the meeting at their summer addresses. The inability of a panel member to meet during the summer recess shall not prevent the remaining members from making recommendations regarding placement of candidates on the eligibility lists.

When a vacancy occurs and the training, experience, and individual qualifications of the applicants are substantially equal, seniority shall control the choice.

6. Unassigned Teachers Notice of Vacancies

Contract teachers who are unassigned shall be notified of any vacancy via email and web posting, where possible, for which they are properly certified or licensed which occurs during the school year and must be considered for the position.

§260 SENIORITY

1. Definition

Seniority shall be defined in priority as follows:

a. Years of Continuous Contractual Service

Total number of continuous contractual years in the Cincinnati Public Schools, including any period of approved leave. Teachers whose contracts were not renewed in April 1974, but who were rehired during the 1974-75 school year, shall be considered as having continual contractual service.

Any employee whose contract is non-renewed or suspended due to reduction-in-force who is subsequently rehired as a contract teacher during the term of his/her re-call right under Section 5 below shall be considered as having continual contractual service.

b. Years in Current Building

Total number of years in the school building of current placement.

c. Years in Subject/Level

Total number of years in the assigned subject area and/or level.

d. Years Employed as Certificated Teacher

Total number of years employed as a certificated teacher in a state-approved institution(s).

§270 REDUCTION-IN-FORCE PROCEDURES

1. Introduction

When conditions such as declining student enrollment, limited financial resources, reduction in or discontinuance of selected services occur, it may be necessary to implement a "Reduction-in-Force" (RIF) procedure. For the purpose of this RIF procedure, the following definitions are used:

a. Reduction-in-Force: to discontinue the services of employees serving in a given classification because of a reduction in the number of positions available.

b. Position Classification: a position title, which is listed on the employee salary schedules by the Board.

c. Displacement: the exercising of the right of an employee with greater entitlement to a position causing another employee with lesser entitlement to be removed from a position within the position classification.

d. Rights: rights of employees determined by the application of the specified criteria listed in Paragraph (2), below.

2. RIF Criteria

The following criteria are to be applied in order of priority as listed:

a. Retired Educational Retirees – In times of economic constraints re-employed educational retirees shall be the first to be released as a result of a Reduction in Force (RIF).

b. Certification and Licensure: Appropriate certification and licensure for the grade level, subject matter to be taught and/or for the position classification.

c. Contractual Status: For the purpose of reductions in a position classification, teachers with limited contracts shall be considered before those with continuing contracts.

d. Part-Time Employment: Part-time employees serving under limited contracts shall be considered for reduction-in-force before consideration of full-time employees.

e. Training, Experience and Individual Qualifications

f. Seniority:

(1) Total number of continuous contractual years of service in the Cincinnati Public Schools, including any period of approved leave. Employees whose contracts were not renewed in April 1974, but who were rehired during the 1974-75 school year, shall be considered as having continuous contractual service. Any employee whose contract is non-renewed or suspended due to reduction-in-force who is subsequently rehired as a contract teacher during the term of his/her re-call right under Section 5 below shall be considered as having continual contractual service.

(2) Total number of years employed as a certificated teacher in a state-approved institution(s).

3. Applying Criteria

If a choice needs to be made between two or more teachers who are similarly situated with respect to criteria (a), (b), and (c), and training, experience and individual qualifications are substantially equal, the teacher with the greater seniority as defined in the order of priority in criteria (f) above shall be retained.

4. Reduction in Non-Teaching Positions

When the number of employees in any of the following classifications is reduced, such employees shall be identified for change of status on a system-wide basis. If a choice needs to be made between two (2) or more such employees who are properly certificated and/or licensed and their training, experience, and individual qualifications are substantially equal, seniority in the position classification shall control the choice. Such classifications are counselors, teacher-librarians, librarians, psychologists, school social workers, and school nurses.

An employee who suffers a reduction-in-force who is serving in a position classification other than teacher, and who served as a teacher in the Cincinnati Public Schools prior to assignment in the current position classification, shall have the right to exercise entitlement to a teaching position.

Before a surplus employee, who has been changed in status from a non-teaching-position classification to a classroom teacher, is transferred from his/her school, that employee shall have the right to return to their previous classification.

5. Re-Employment

An employee whose position classification has been changed as a result of these RIF procedures shall be offered re-employment to that position classification before such vacancy is filled by an employee who has not served in the position classification previously or a candidate not currently employed by the Cincinnati Board of Education. However, an exception to this is the district may hire teachers who have completed proper Montessori training to teach in a Montessori school, assigned to positions for which they are certificated/licensed.

If the Board and Federation mutually agree that a need exists for specially trained teachers to be hired during a time when RIF re-employment terms apply, the Board and Federation will negotiate a Memorandum of Understanding.

Employees shall be re-employed based upon the criteria specified in Paragraph (2) above, except for Montessori and Paideia trained teachers. If a choice needs to be made between two or more teachers who are similarly situated with respect to criteria (a), (b), and (c), and training, experience and individual qualifications are substantially equal, the teacher with the greater seniority shall be re-employed. Entitlement re-employment shall remain in effect for twenty-four (24) months. When a satisfactory part-time employee is non-renewed under this article, s/he shall be offered full-time employment, if available, before new employees, but after full-time employees have been re-called.

A teacher reinstated within 24 months (of the start of the first school year following the RIF notification) shall be considered as having continuous contractual service. For evaluation purposes and credit on Salary Schedule C, such teacher shall be credited with the years of service s/he had when laid off.

6. Effect of State Law

These procedures shall apply to reductions-in-force only when implemented under the provisions of Sections 3319.11 of the Ohio Revised Code.

7. Re-Training

For those teachers laid off due to reduction-in-force who have at least five years continuous experience with the district and received a comprehensive evaluation of 3s or better, the Board agrees to reimburse such teachers for tuition expenses up to a maximum of 12 semester or 18 quarter hours, provided the teacher completes the required coursework for a temporary teaching certificate in comprehensive science, secondary math, or other areas of certification which may be

designated by the Director of Human Resources or his/her designee. If these re-training certification requirements are completed within 36 months, the Board shall re-employ the teacher effective at the opening of the new school year.

The following provisions shall apply to such re-training opportunities:

a. Must be Willing to Accept Full-Time Position

Part-time teachers who are employed 50 percent of the time or more shall be eligible only if they are willing to accept, if offered, a full-time position.

b. No Interruption of Benefits

Teachers who are re-employed for the following school year shall suffer no interruption of health or term life coverage provided they complete the re-training within the deadline.

c. Re-Training Agreement

A re-training agreement shall be signed by the teacher and the Human Resources Director or his/her designee.

d. Notice

The Board shall make every effort to notify teachers who will be subject to RIF procedures as soon as possible during the school year.

8. Priority as Long-term Substitutes

Teachers who have been RIFed shall be given priority for long-term substitute positions for which they are qualified.

§300 GRIEVANCE PROCEDURE

1. Definitions

a. Grievance

A "grievance" shall mean a complaint in writing that there has been an alleged violation, misinterpretation or misapplication of any provision(s) of this contract, which arose during the term of this contract or the predecessor contract if any grievances are pending. Such grievance shall be submitted on the prescribed form, which shall be available in the school office and from the Federation.

b. Grievant

The "grievant" shall mean the teacher, teachers, or the Federation filing the grievance.

c. Days

The term "days," when used in this section, shall mean contract working days unless otherwise indicated. Thus, weekends, holidays, and vacation/recess days are excluded. Summer break is excluded except as indicated in Paragraph (2.h.), below.

2. General Provisions

a. Purpose

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

b. Conference

Prior to the formalizing of any grievance into writing, the employee may request a conference with the supervisor for the purpose of presenting a complaint, as well as the possible resolution of the complaint. It shall be the employee's prerogative to have a Federation representative present at such conference or at any other step in the grievance procedure. The parties recommend that attempts to resolve any outstanding issues, as a professional courtesy, be discussed with the principal before a grievance is filed.

c. Federation Right

The Federation shall have the right to appear at any level of the grievance procedure and shall receive copies of all written decisions and records pertaining to the grievance.

d. Rights of Grievant/Representative

Every teacher shall be represented by the Federation in the grievance procedure. The teacher shall have the right to be present at any grievance discussion. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision within the time limits permits the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

e. Protection of Grievant

An employee who participates or expresses the intent to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participant.

f. Hearings, Conference, and Processing

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, without loss of pay or benefits, for that purpose.

It is agreed that any investigation or other handling or processing of any grievance by the grievant or administration shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of school personnel.

g. Expediting Grievance

Grievances shall be expedited. Every effort shall be made to resolve grievances prior to the end of the school year in which the grievance was filed. The time limits specified may be extended by mutual agreement.

h. Reducing Time Limits

(1) If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year, could result in irreparable harm to those involved in the grievance, the time limit set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year.

(2) If a grievance is filed prior to the end of the school year and cannot be resolved by the closing of that school year, the grievance procedure shall continue with all time limits enforced unless it is mutually agreed to carry the grievance into the next school year with time limits strictly enforced.

(3) There shall be no arbitration during the summer unless both the Federation and the Board agree.

(4) Any complaint arising over the summer break which is not resolved before the beginning of the school year, may be filed as a grievance two weeks before the first day of school. All time limits shall be enforced at that time.

i. Labor Relations Administrator/Federation Field Representative Meetings

The Superintendent's designee for Labor Relations and the Federation Field Representatives shall meet bi-weekly to discuss outstanding grievances and/or other contractual issues.

3. Procedure

a. Level One

A grievance must be filed in writing with the principal or the appropriate administrator within fifteen (15) days after said event, upon which it is based, or within fifteen (15) days after said event could reasonably be assumed to have been known by either a teacher or the Federation. The grievance conference shall occur within five (5) days after the grievance is filed. The grievant shall be accompanied by the Federation Building Representative or any other Federation representative of the grievant's choosing. The principal or appropriate administrator shall render a written decision within five (5) days of the grievance conference.

b. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the Federation shall file, within ten days of the principal's or the appropriate administrator's written decision at Level One, a completed copy of the grievance with the Superintendent or his/her designee. Within seven (7) days after such written grievance is filed, the grievant, the Federation, and the Superintendent or his/her designee should meet to resolve the grievance. The Superintendent or his/her designee shall file his/her decision within five (5) days of the Level Two meeting and communicate it to the grievant and the Federation.

At the request of either the Board or the Federation, grievance mediation shall occur prior to the Level Two grievance conference. The Board and Federation shall agree on an agency, individual, or panel to provide such mediation services. The parties shall develop specific procedures for grievance mediation, with the assistance of the mediator. If grievance mediation is requested, time limits are suspended until the mediation occurs. A formal Level Two conference shall be conducted within 5 days of the final mediation session, unless the grievance is resolved through mediation.

c. Level Three

If the grievance has not been satisfactorily resolved at Level Two, the Federation may demand arbitration within 60 days of receiving the Level Two decision. The arbitrator's decision shall be final and binding.

(1) The Board and the Federation shall agree on a panel of five (5) arbitrators to hear and decide cases for one (1) year on a rotating basis.

(2) The arbitrator selected to consider a particular grievance shall be that arbitrator next in order of rotation who can schedule the hearing with the parties within thirty (30) days.

(3) The parties shall accept a date(s) offered within the 30 days or as soon thereafter as dates are available, unless the time limit is extended by mutual agreement. Unavailability of the parties' representatives shall not be a valid reason for refusing all such dates offered by arbitrators on the panel.

(4) If more than one arbitration hearing is pending at any time, the date of the initial filing of the grievance shall determine the order of rotation of the arbitrators.

(5) After any arbitrator on the panel has rendered an award, either party, within fourteen (14) days, may remove such arbitrator from the panel. In addition, if either party so requests by August 1 of any school year, one or more arbitrators shall be removed from the panel. In either event, the parties shall attempt to agree on additional arbitrator(s) to complete the panel. If the parties are unable to agree on additional arbitrator(s) within fourteen (14) days of the removal of an arbitrator from the panel, the parties shall request a list or lists, as the case may be, of seven (7) arbitrators each from the Federal Mediation and Conciliation Service. The parties shall then alternately strike names from the list(s) until the number of arbitrators remaining equals the number needed to complete the panel of five (5) arbitrators.

(6) The arbitrator shall not have the authority to alter, modify, add to or subtract from any of the terms of this contract.

(7) The costs for the services of the arbitrator shall be shared equally by both parties.

(8) The schedule for post-hearing briefs, if necessary, will be determined by the parties with the arbitrator at the conclusion of the hearing. The arbitrator shall render a decision in writing within thirty (30) days after post-hearing briefs have been submitted or within thirty (30) days after the hearing, if no briefs are to be filed.

(9) The Arbitrator's decision shall be final and binding upon the Board, Federation, and grievant(s). Within 30 days after receiving an arbitrator's written opinion, the Board of Education shall ratify and initiate implementation of the decision of the arbitrator.

d. Teacher Termination

Binding arbitration is provided at Level Two upon waiver of statutory proceedings by the affected teacher on all teacher dismissal cases. Dismissal of an apprentice teacher is covered under the provisions of TES guidelines, not by this provision.

e. Teacher Non-Renewal (5 years satisfactory service)

A non-tenured teacher who has completed five consecutive years of satisfactory or better service has the right to file a grievance challenging the Board's decision not to renew his/her contract and to pursue that grievance to final and binding arbitration.

f. Teacher Non-Renewal (less than 5 years service)

In lieu of statutory proceedings, a non-tenured teacher with less than 5 consecutive years of satisfactory or better service shall have the right to a hearing before a Board appointed referee, selected by agreement between the Board and the Federation to hear such appeals, provided the teacher submits a written request to the Superintendent for such a hearing within 10 days of receiving written notice of the Superintendent's recommendation not to re-employ the teacher. The appointed referee may serve no longer than one year, unless the parties agree to extend his/her appointment.

Such hearings shall be held before the Board acts on the Superintendent's recommendation not to re-employ the teacher. However, the teacher's request for a hearing shall automatically extend the deadline for notification of non-renewal through May 31.

At the hearing, the Superintendent, or his/her designee, shall summarize the teacher's evaluation and the reasons for the non-renewal recommendation and shall present any supporting documentation or witnesses within two hours and the teacher shall have the opportunity to present his/her appeal along with any supporting documentation or witnesses within a two-hour period. The teacher shall have the right to representation by the Federation.

The decision of the referee shall be in the form of a recommendation to the Board of Education.

g. Alternate Procedure

Certain grievances filed by teachers regarding personnel decisions shall be assigned to an alternate internal dispute resolution procedure for a prompt, final, and binding decision if the grievance is not resolved at Level I. Such grievances are those that involve applying contract language to a specific incident or administrative decision and in which the meaning or intent of contract provisions is not in dispute. Grievances eligible for this procedure shall include those which contest an assignment, surplussing, or placement decision, Reduction in Force or recall decision, selection of a teacher for ESP positions or for eligibility lists, provided the above stipulations apply. This procedure shall not apply to cases, which involve discipline, dismissal or nonrenewal.

Grievances assigned to this procedure shall be considered by the Alternate Grievance Panel, consisting of 2 (two) teachers appointed by the Federation and 2 (two) administrators appointed by the Superintendent. In the event of a tie vote of the panel, the grievant shall have immediate access to Level Three of the grievance procedure.

On the Thursday and Friday two weeks before the end of each quarter, the Alternate Grievance Panel shall meet to resolve outstanding grievances. In addition, the Thursday and Friday two weeks before the opening of school, the

Alternate Grievance Panel shall meet to resolve outstanding grievances filed during the summer. Other dates may be agreed to by the Federation and the Board. The grievant, the Federation, and the administration shall be responsible for providing pertinent information and documents to the panel members at least 5 (five) days prior to the hearing.

The panel shall consider the documentary evidence, hear testimony from any witnesses offered by the parties, and render a final and binding decision, including an appropriate remedy, consistent with the terms of this contract, at the close of the hearing. Neither party shall be represented by attorneys, except by mutual consent, but the grievant shall be entitled to representation by the Federation and the administration shall be appropriately represented. If any panel member has a conflict of interest in any grievance, they shall be temporarily replaced by the appropriate party.

The panel shall determine any other procedures it may require, subject to approval of the parties. Either party may terminate the entire alternate procedure described above by giving 30 days notice to the other party of its intention to terminate the procedure. In the event the procedure is terminated, all pending cases shall be assigned to Level Two of the grievance procedure.

In the event of a successful grievance, the remedy shall be to place the grievant in the vacancy requested at the beginning of the next reporting period or quarter in the instructional program. The person who has been displaced as a result of a successful grievance shall be given preference in assignment to a similar vacancy elsewhere when available.

4. Mediation for Lawsuits

In the event of a lawsuit between the parties, mediation shall occur at the request of either party using the same service and procedure as in grievance mediation or using another dispute resolution procedure agreed to by the parties.

5. Common Grievance/Arbitration Record

The parties shall compile a common record of grievance activity. The record shall include all grievances filed, dates, a general statement of the issue, dates of grievance conferences, and dates of decisions at each step, and a statement of the final outcome. The data shall be reported annually to the Superintendent, Federation President, and Board of Education. The parties shall each designate a representative to be responsible for monitoring the compilation and reporting of this data. Decisions of the Alternate Grievance Panel and arbitration decisions shall be jointly reported by the Federation and the Board.

§400 PUPILS

1. School Climate

A committee shall be appointed by the Superintendent and Federation President to plan and implement provisions for improved school climate. The planning and implementation shall be completed by March 1, 2011

District level

a. Cincinnati Public Schools Crisis Intervention Team

Cincinnati Public Schools Crisis Intervention Teams shall coordinate the services to schools necessary when students are in an emotional crisis. These may include support personnel from CPS or outside agencies trained in crisis management.

b. Discipline Liaison

The district shall designate a member of Senior Management as the district's discipline liaison. The Discipline Liaison shall be charged with district and school compliance relating to school culture, climate, and discipline.

This includes: conducting school discipline audits; adoption of school discipline plans; collection of data relating to discipline; implementation of Positive School Culture 2.0 at every school; development and use of a student handbook; requiring signed student contracts and encouragement of signed family contracts, enforcement of and compliance with all state laws governing discipline and degrees of removal from the classroom, building and district.

c. A2S/A2E Task Force

The Superintendent and Federation President shall establish an A2S/A2E Task Force. Membership shall include four (4) Federation representatives, four (4) administrators, and four (4) external advocates. The duties shall be to recommend refining the placement of students to alternative facilities in lieu of suspension and expulsion. The emphasis of these programs shall become clinical and diagnostic in nature, and shall include a review of the student's reading and attendance record. Students who are evaluated for status and "test" either as chronically truant or below reading level will begin receiving additional attention at the school level. If the student is evaluated as in need of clinical aid, the student will be provided with two counseling sessions by in-house counselors or ESP. The expected outcome is a reduction in the number of students returning for similar offenses.

The A2S/A2E psychologist and/or the Student Services managers assigned to work with the school psychologist and teacher(s) will develop a transition plan for students returning from A2S/A2E.

d. Discipline Committee

The Board's Student Achievement Committee will establish a Discipline Subcommittee comprised of representatives from schools which will include teachers appointed by the Federation, administration, parent and community groups. The Discipline Liaison shall coordinate the work of the committee.

e. Discipline Plan

In the spring of the school year, schools shall participate in a climate audit during the spring similar or the same as the climate audits used by Mayerson Academy. The Discipline Plan shall be based upon the results of the climate audit, which will be in place for behavioral needs on the first day of school, and incorporate the Pyramid of Intervention.

2. Student Discipline

a. Compliance with District Code of Conduct and State Law

The suspension, expulsion, or removal of students shall be made in strict compliance with ORC 3313.661 and 3313.66 and Board Policies. The principal shall immediately notify the police when a criminal offense is committed which endangers the safety of students, staff, or others.

b. Administrative Support of Teacher

The Board and Federation agree that consistent enforcement of clear and specific rules are vital to maintaining a safe and orderly learning environment. Teachers, acting in accordance with Board Policy, shall have the full support of the Administration in maintaining classroom discipline. Professional support services shall be provided to ensure that every student's due process rights are protected and that sufficient social services are provided.

c. Self-Defense

A teacher may use such force as shall be reasonable and necessary to protect himself/herself from attack, to prevent school property from damage and/or destruction, and/ or to prevent possible injury to another person.

d. Positive School Culture Plan

The Superintendent shall require that each school adopt and follow a local school discipline policy in accordance with Board policies. It shall include rules for student conduct published in the Positive School Culture Handbook, consequences of violating such rules, responsibilities of parents, teachers, administrators, and other staff. It will encourage prompt communication with parents.

The Positive School Culture Plan shall be developed by the ILT and aligned with the current district strategies. Student representatives, where appropriate, shall be added. The plan shall be reviewed and approved annually, with or without revisions, by the ILT.

The plan shall be completed by the last day of the school year for the following school year. It shall be reduced to writing for the school and distributed to faculty on the first teacher workday of the school year and to students and parents by the first day of the second week of the school year. All students and parents/guardians will be required to sign the resulting Individual Behavior Contract.

e. Removal of Disruptive Students

A teacher shall have the right to remove from class pupils exhibiting disruptive behavior with reasons submitted in writing as soon as possible. Disruptive behavior includes the use of violence, force, coercion, threat, harassment, serious insubordination, or repeated acts of misbehavior, any of which cause disruption or obstruction to the educational process. The right to remove students for cause extends to all curricular and extracurricular activities affecting teachers while acting in the course of their employment.

Once removed, a student will be returned to class once disciplinary action consistent with the school's Positive School Culture Plan has been determined and provided in writing for the teacher and student. If appropriate, the building administrator may also initiate a student assessment to determine if additional social or medical services are required and should be arranged.

f. Chronically Disruptive Students

The A2S/A2E psychologist and/or the Student Services managers assigned to work with the school psychologist and teacher(s) shall develop a transition plan for students returning from A2S/A2E. The same personnel will also work with teachers to develop appropriate strategies for tier 3 students who have exhibited persistent and disruptive behaviors up to and including continuing social and psychological services and mandatory parental/guardian conferences.

The Board and Federation agree to work collaboratively to strengthen professional development and to expand alternative placement centers for chronically disruptive students. Additionally, the Board and Federation agree to form a Task Force for school year 2010-2011 in order to develop expanded services for chronically disruptive students within the law.

g. Student Discipline Reports

Building administrators will provide the monthly discipline school team report in order for the team to develop appropriate action plans.

h. Assistance for Classroom Management

Individual staff members who are experiencing serious difficulty in classroom management, impacting upon student discipline and learning, shall receive assistance from both the local school and district resources, including teachers at the school. Visitations may be arranged in order for the teacher to observe well-managed classes. Such assistance may be mandated by the principal or voluntarily requested by the teacher. In either case the assistance should be provided within five working days.

3. Teacher Assault by Student

a. Recommendation, Report, and Hearing

When a teacher while performing in the line of duty, including co-curricular and extra-curricular activities, reports an assault by a student, the student shall immediately, in accordance with state law, be suspended or removed to A2S and an investigation promptly begun. The teacher shall submit written facts of the incident to the building/unit administrator and Federation building representative. If the investigation's conclusion is an expulsion is warranted, such a recommendation will be made to the Superintendent. All information gathered in the investigation will, to the extent provided by law, be distributed to the Superintendent, teacher, and Federation.

The principal shall immediately report any alleged physical assault by a student on a teacher to the Superintendent's designated hearing officer and the SRO. The principal shall also submit to the Superintendent's designated hearing officer and to the school resource officer the results of his/her investigation and the disciplinary action taken or recommended. If deemed necessary, the authorized investigative officer will submit the results of the investigation to appropriate public authorities. In the case of an assault on a teacher by a student, the Superintendent's designated hearing officer shall conduct the expulsion hearing and shall make a recommendation to the Superintendent. The teacher shall be notified of the date, time, and place of the hearing and shall have the right to be present. The teacher shall be entitled to representation by the Federation at such hearing. To the extent permitted by law, a student the principal has recommended for expulsion may not return to school prior to the hearing. The hearing shall be conducted within 10 days of the student's suspension.

After considering the results of the teacher's report of the incident, the results of the investigation, and the Superintendent's designated hearing officer's recommendations, the Superintendent shall expel any student who

has physically assaulted a teacher to the extent allowed by law. If a student appeals the Superintendent's expulsion order arising from an assault on a teacher to the Board of Education or to a Board appointed referee, the Board shall notify the teacher and the Federation of such appeal and of the date, time, and place of the hearing. The teacher shall be entitled to representation by the Federation at such hearing.

b. Assistance in Student Assault Cases

The Administration shall:

(1) Obtain information from the building/unit administrator and investigating police officer concerning the case and designate a liaison between the teacher and all parties operating in the case.

(2) Immediately notify the teacher of his/her right to file charges against the student, and to inform him/her of the procedure to be followed. If the teacher files charges against the student, a representative of the administration, upon request, shall be present for any court hearing or proceeding arising from the charge.

(3) Provide the teacher with released time for court appearances stemming from his/her professional activities.

(4) Ensure that the teacher does not lose compensation or accumulated leave.

(5) Assist a teacher who is required to appear in court for an action taken in the exercise of duty to the extent of legal limits. In civil matters, the Board's insurance carrier shall represent the teacher through legal counsel and shall coordinate legal representation with attorneys appointed by the Federation or its insurance carrier. The teacher shall receive compensation for absence from duty for a court proceeding or administrative hearing when such an absence arises from a justifiable line of duty action on the part of a teacher.

4. Pupil Adjustment

a. Intervention Based Services and Supports

Each school should have a fully functioning intervention assistance team (IAT) that includes a general educator, intervention specialist, parent of the child in question, building administrator, and the appropriate related service provider, as needed. All activities related to the functioning of this team must be in compliance with the Ohio Operating Standards. All referrals for multi-factored evaluations will be consistent with the Ohio Model Procedures and the Operating Standards for Ohio's Schools Serving Children with Disabilities.

b. Multifactored Evaluation Referral

When a teacher submits a referral for multifactored evaluation and the Intervention Assistance Team deems it appropriate, a request for parent approval shall be sought immediately. If parental approval is obtained, the principal shall ensure that the forms are forwarded to the Department of Student Services.

c. Make-Up Work

The opportunity to make up class work as a result of an unexcused absence is at the discretion of the teacher and the principal. However, the Positive School Culture plan may require teachers to provide assignments to students assigned to in-school suspension, under procedures included in the Positive School Culture plan. Further, teachers are expected to provide assignments for students who are suspended or expelled for more than 3 but less than 16 days, if requested by the parent, guardian, or the parent or guardian's designee, or an adult student. Teachers will also provide make-up work to students suspended for 1 to 3 days, upon their return, if requested by the student, a parent or guardian.

Suspensions and expulsions may be scheduled so that students are permitted to attend school for the purpose of taking exams or demonstrating proficiency required for promotion, provided the student does not pose a physical threat to other students, teachers, or staff.

d. Informing Teacher of Student Needs

All staff members who have a legitimate educational interest should be provided with information regarding a child's unique educational and behavioral needs. All staff members will respect the confidentiality rights of all students.

e. Informing Teacher of Problem

A teacher who is assigned a pupil known to have a physical, social or emotional problem shall be informed by the administrator or counselor of the nature of the problem. The teacher shall also take reasonable steps to understand the nature of the problem and work with the student in a professional manner.

f. Administrator Present in Building

For the protection of both pupils and teachers, there shall be an administrator or his/her designee present when the building is open. If the building administrator is absent longer than five days and if his/her designee is a teacher, that teacher shall be relieved of teaching responsibility.

g. Student Absence

In accordance with state law, individual students' progress reports shall include a mark or symbol to indicate that a student was denied credit or is in danger of being denied credit or has failed or is in danger of failing due to excessive absence.

h. Grading and Promotion

Teachers and district administration shall communicate to students and their parents the performance standards students must meet, the meaning of district assessment scores and how grades and rubric scores are determined. Teachers are expected to have documentation for grades and rubric scores assigned.

The teacher's promotion/retention decision (K-8) or report card grade (7-12) may not be changed by the principal. The teacher and principal shall attempt to resolve challenges regarding the report card grade through a collaborative effort between the parties involved. However, if the dispute is not resolved and the principal believes that the teacher's grade or decision is in violation of district policy or is not justified, the principal may request a district audit team composed of teachers and administrators The team shall examine the teacher's documentation and may, if additional evidence is needed, evaluate the student's proficiency using student work the teacher may have. The audit team may uphold or modify the grade or promotion/retention decision. Decisions of the audit team are final.

i. Grade Reporting

Quarter and semester grades shall not be due before noon on the fourth teacher workday of each quarter, except that fourth quarter grades and reports may be due at the end of fourth quarter.

Technology has made it possible for all students and parents to be informed about grades. Teachers are expected to assist in this effort by reporting grades electronically every two weeks on the district-wide grading program. Parents may expect up to a week's delay in reporting the most current assignments. If an assignment is long-term or requires lengthy review, the teacher shall report the status of the assignment until a grade is available. Teachers who have a large total student enrollment, over 160, shall be given special consideration for the reporting of grades. Specialists with total enrollment in excess of 225 will be required to report mid-quarter and final quarter grades.

j. Pupils in Building

All pupils who are not under the direction of a staff member or Board designee shall be out of the building within fifteen (15) minutes of the close of school.

k. Student Cumulative Records

Student cumulative records for students changing from one Cincinnati Public School to another shall be available in the receiving school not later than 10 working days after the student has been enrolled. Upon receipt of the cumulative record for the student, the teachers of the student shall be notified.

§500 CLASS SIZE

1. Teacher/Pupil Ratio

The Board will establish a system-wide teacher/pupil ratio of 51 or 51.5 teachers, subject to final review and agreement by the parties, including educational service personnel, per 1000 regular program pupils based on an average daily membership (full-time kindergarten membership and membership in grades 1 through 12 in regular programs, all as defined in Section 3317.02, et seq. of the Ohio Revised Code) as of the first full school week in October of each school year.

2. Staffing Goals

The Cincinnati Public Schools respect the research that suggests that small classes in early grades have lasting benefits on student achievement. Commencing in SY 2011-2012, it is also recognized that intermediate grade classes benefit from limited numbers of students per class, additional resources will be provided for content delivery and remediation for students identified as at risk.

Schools and teams may exercise discretion internally to attain the smallest possible class sizes, fewest preparations, and maximize human resources within the instructional site guidelines.

3. Class Size Limits

The parties will develop a new procedure to staff grades K-8.

The parties agree to complete the required work by January 10, 2011. Over the life of the contract, the district will employ the new Flexible Student-Centered Scheduling, which will be introduced for the 2011-12 school year.

Through a system of Flexible Student-Centered Scheduling, the parties will demonstrate the commitment to addressing student mobility and to provide high quality instruction. This initial design will be the first step toward developing and implementing a responsive means of staffing schools and managing class size that provides quality instruction from licensed professionals.

The parties have agreed to the following guidelines regarding developing a new process to staff schools.

- The process shall be cost neutral to the district.
- Students will receive instruction from a greater number of highly qualified teachers.
- Student mobility, staffing and overload issues will first be addressed at the primary, intermediate, or middle school level; then the team level.
- Teachers will take responsibility for the students on their vertical teams and make accommodations for small differences among the team members in class sizes, while maintaining an average class size no greater than 22 for primary, 28 for intermediate and middle school.
- The Class Size Ratio Pilot will be reviewed and evaluated on an at least quarterly basis by the Joint Class Size Subcommittee, which will make recommendations for adjustments regarding ratios and staffing to the Superintendent for implementation as needed.
- While the new Flexible Student-Centered Scheduling is developed for K-8 neighborhood schools, other schools with grades 7-12 can, with Superintendent approval, also be incorporated, where and when as appropriate, either in a whole school or grade or program-specific manner.
- The district will provide professional development to make the staffing and teaming initiatives successful
- Montessori schools and city-wide magnets (Fairview, AWL, AMIS, Taft Elementary, and SCPA) shall continue their current staffing patterns with some minor modifications. In the future, other schools may be added to this list.

These class size calculations do not apply in the Montessori setting or in schools with particular programs where 25 is the preferred class size.

City-wide magnet schools: Fairview, AWL, AMIS, Taft Elementary, and SCPA will follow the old CBA language. All schools not in the Class Size Ratio Pilot will continue using the Class Size Limits listed in the table below until the Class Size Ratio Pilot is evaluated and adopted as the future model.

Non-city-wide magnet schools will follow the new elementary class size limits.

Teachers	Limit
K-3 Academic	18
K-3 Academic with Paraprofessional	19 - 25 (1st semester)
*New Teacher Added	26 (1st semester)
K-3 Academic with Paraprofessional	19 - 28 (2nd semester, 26 – 28 overload pay)
*New Teacher Added	29
K-3 Specialist	28*
Montessori Schools – K-3	18-25 w/Paraprofessional
Montessori School – Intermediate	28-32 w/Paraprofessional
4-8 Academic	28
4-8 Academic with overload pay	30
4-8 Academic with IA	32
*New Teacher Added	33
4-8 Specialist	34*
9-12 Academic	30
9-12 Specialist/Elective	34

* The class size for specialist classes is to support inclusionary practices.

In grades 7-12 no more than 150 students per day shall be assigned to any academic teacher. Specialists who teach five (5) periods shall be assigned no more than 180 secondary students per day. Specialists who teach six (6) classes shall be assigned no more than 200 secondary students per day.

Academic classes shall be defined as: reading; English; math; science; social studies; and foreign language.

For reasons of health and safety of students, *Industrial Arts, Technical Theater, and Construction* classes shall be treated as an academic class for the purpose of class size.

No teacher in grades 7 through 12, if at a secondary 7-12 structure, shall be assigned more than 4 students above the limit. Teachers in grades 7-12 who are assigned 3 to 4 students above the limit and no other arrangements can be made shall have the right to receive overload payment.

Teachers in grades 7-12 who are assigned 1 to 2 students over the limit shall receive an overload payment of $135.00 per student per instructional hour per year at the conclusion of the school year.

Overload determination begins when the class size reaches the minimum number listed below:

a. grades 7-12 Class size (academic) 31 – 32
grades 7-12 Class size (specialist) 35 – 36

b. For a teacher to qualify for overload payment in sub-paragraphs c. and d. below, the above class sizes shall have been met for at least one-half of a quarter.

c. If the teacher has the student less than five and one-quarter hours per day, the $135 rate per student is pro-rated.

d. The $135.00 overload payment in grades 7-12 is established for each student, seen one period per day, all year long. Students seen less that five periods per week will be pro-rated as a fraction per week and/or the full year, whichever is applicable.

Class size limits shall not apply to band and choir.

Summer school teachers assigned students above the class size limits shall be eligible for overload pay under guidelines determined by the Teacher Allocation Committee.

4. Enforcement Procedures

Enforcement procedures for class size limits shall be as follows:

The Teacher Allocation Committee (TAC) shall continue to monitor class size at all district schools and shall advise the schools on steps they can take to staff within class size limits. The TAC may recommend to the Superintendent to re-assign teachers through the end of quarter one. In exceptional cases where a school is unable to organize classes within the limits, the TAC shall recommend additional funds for new teaching positions up to a district wide limit of $950,000.

The Board shall not be obligated to provide more than $115,560 in overload payments annually.

The TAC may recommend overload pay based on mutually developed guidelines.

Special education enrollment at the district, school, team, and classroom will be assessed and analyzed. Inclusion teachers will be required to schedule their services with general education classes for entire bells, in accordance with students' IEPs if the teachers, principal, and Student Services Manager determine that remedy to be the best instructional option available.

The general education teacher and intervention specialist are expected to work together to develop a plan of instruction.

A grievance may be filed on adherence to the process, on hiring at the ratio in §500.1 above and on establishing a reserve pool, but not on the educational soundness of a decision to allocate or not to allocate any teachers to any school. A grievance cannot be filed on an issue as to which the committee was unable to reach a decision.

Addressing Overage Students

In order to reduce the drop-out rate achievement gap and increase the graduation rate, secondary schools may request to participate in a pilot program designed to address the presence of students who chronically repeat core academic classes. These schools have the option of addressing overage students in any number of ways. Beginning the 2011-12 school year and throughout the life of this contract, students who are repeating a course for credit or are taking a course intended for students two grade years younger, shall be considered overage. These students may or may not be assigned to a general classroom of students taking the course for the first time. The district and schools may provide alternate instructional programs that address the needs of overage students.

Separate classes for credit recovery or additional site arrangement for both student and staff scheduling may be established by schools in order to focus on student growth, reduce class size, and improve scheduling efficiency.

To assist serving these students and others, the district will organize a specially prepared cadre of teachers. The cadre may be shared among schools.

§605 EDUCATIONAL SUPPORT PERSONNEL (ESP)

1. General Coordination of Support Staff

a. Caseload

Speech pathologists, school social workers, and psychologists shall each form an assignment committee consisting of no more than three administrators for that discipline and three members appointed by the practitioners in that discipline. Each committee shall develop and recommend to the responsible district administrator designated by the Superintendent assignment of schools and caseloads within that discipline. Such assignments shall, to the extent possible, provide for equitable distribution. The Superintendent or his/her designee will evaluate and determine final assignment to schools/students. Each committee shall review caseloads periodically.

In any school, counselors shall meet, at least annually, with the principal or designee, for the purpose of assigning caseloads within a school. To the extent possible, caseloads shall be assigned on an equitable basis.

b. Facilities

All counselors, psychologists, and school social workers shall be provided in each school with a telephone and adequate office space in a private setting, within existing facilities, for the purpose of conducting conferences and evaluations.

2. Speech Pathologists

Speech pathologists shall receive 7 hours released time for every increment of 30 students for the purpose of preparing IEPs, rounded to the nearest one half day. Speech pathologists shall have the same preparation time as load bearing teachers.

3. School Psychologists

a. Vacancies, Transfers, and Assignments

There are presently three general categories of School Psychologists.

(1) School Psychologists

(2) Auxiliary Services School Psychologists

(3) Special Program Positions

When a vacancy occurs in any of these three categories, the vacancy may be filled by present psychologists according to the transfer procedures of the contract.

The parties agree that school psychologists shall be included in the new Collective Bargaining Agreement and shall have contracts of 196 days. Any newly hired psychologists shall receive a contract for 196 days. However, for the duration of the current contract the current psychologists shall have contracts of 201 days.

4. School Social Workers

Any extension to the 191-day contract of educational support personnel is at the discretion of the school hiring the person and/or the district for specific assignment.

At a minimum each school shall have access to school social worker or counselor services at .2 (2/10).

5. Other Staff

Occupational therapists, physical therapists, audiologists and orientation mobility instructors shall provide service and supports to students in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities. Occupational therapists, physical therapists and orientation mobility instructors shall have the same preparation time as load bearing teachers.

6. Substitute Educator

A substitute educator is a teacher assigned to a position that is vacant. They do not have entitlement to the position for the following year. They have all the rights guaranteed by this agreement, although they are not under contract with the district.

7. AEL Educator

An AEL educator is a teacher assigned to a position that is vacant, working towards licensure under sponsorship of CPS in a specific area. They have all the rights guaranteed by this agreement, although they are not under contract with the district. Upon attainment of licensure, they are eligible to receive a contract.

8. Academic Specialist

An academic specialist is a teacher assigned to join a team pursuant to §500.3. An academic specialist may be reassigned to another school or another team at the same school, if that team is no longer eligible for the assistance. This may occur only at the end of each semester. If under contract, for surplussing and transfers, the teacher shall be considered as staff at the school they are assigned to as of March 1.However, for purposes of surplussing, academic specialists have no rights to displace any teacher assigned to the school at the beginning of the school year. If the teacher is hired after the start of the school year, the teacher will be treated as a displaced teacher.

§610 SPECIAL TEACHERS

1. Special Education

All Intervention Specialists shall provide a wide array of supports and services within a comprehensive service delivery model as outlined in the Operating Standards for Ohio's Schools Serving Children with Disabilities. A wide array of supports and services (direct and indirect) includes but is not limited to the following: consultation, individual instruction, large group instruction, small group instruction, whole class instruction, team-teaching, inclusive practices, etc. Intervention Specialists shall be afforded the same rights and responsibilities as all other bargaining members.

Related Services	School-Age		Preschool
Adapted PE	100		100
Audiologist	100		75
Occupational Therapist	50		40
Orientation & Mobility	50	OR	40
Physical Therapist	50		40
Speech-Language Pathologist *(1:2000 students)*	80 50 (MD, HI, and/or OH/OHI)		50
School Psychologist *(1:2500 students)*	125		75
Work/study Coordinator	75		NA
Vocational SE Coordinator	50		NA

a. Special Education Workgroup

The Administration shall establish a Special Education Workgroup. The Administration shall recommend to the Board that the Workgroup report to an appropriate Board Committee. The Workgroup shall include an equal number of administrators and teachers. Parents, agency, and community members will also be part of the Workgroup. Parents and teachers of regular education students shall be included. Specific duties shall include:

- Review district compliance with state and federal law, and the interpretation and implementation in response to these laws.
- Analyze special education enrollment trends including students who are in the process of being identified for services.

b. Special Education Compliance

The parties agree to establish a Special Education Compliance Committee to meet at least quarterly. The committee shall examine issues regarding services to special education students in self-contained and regular education classrooms and make recommendations to TAC and the Superintendent regarding additional resources.

c. Intervention Specialists' Curriculum Council

The Intervention Specialists' Curriculum Council shall represent teachers in development of the district's annual special education plan. However, general education teachers shall be involved in the design of building based service delivery models. Further, the Curriculum Council Steering Committee or its designee(s) shall meet regularly with the district administrator from student services to address service delivery, compliance issues, program quality and other teacher concerns. Duties shall include:

- The Curriculum Council shall communicate with the Special Education Workgroup.
- Review Communication Plans to employees regarding serving special education students. Plans should include research, best practices, and established responsibilities. The audience should include all employee groups and affected parents and agencies.
- Review models of service delivery to students in various schools. Formalize these models and make them available to other schools. This review shall include examining how resource rooms may be funded and appropriately used.
- Develop guidelines for IATs, including composition, outcomes and timelines.
- Identify the tasks currently done by Case Coordinators. Develop models for schools to use to accomplish these duties.

d. Service Delivery

The number of students served in or assigned to a special education classroom period/teacher or a preschool disability class/teacher shall not exceed the limits set by the Ohio Department of Education (ODE). As of 1/1/2011 ODE limits are as follows:

Disability Category Assigned	Maximum Number to be Served by School Level		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	Elementary, Middle	High School	Elementary, Middle	High School	
Cognitive Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
HI, VI, OI, OHI	10	10	8	8	48 months
ED*	12	12	10	10	48 months
MD**	8	8	(8)	(8)	60 months
AU/DB/TBI**	6	6	6	6	60 months
Multiple Categories (Formally Cross Categorical)	16	24	***	***	Not specified

*Requires plan for classroom management and crisis intervention support. In the absence of a plan, at least one full-time paraprofessional is required in each special class.
**At least one full-time paraprofessional is required in each special class.
***See weighted instructional formula

Maximums for cross-categorical classrooms/teachers shall be determined in the following way. Each student shall be weighted according to his or her disability, based on the table below. The total instructional limit for a cross-categorical classroom/teacher may not exceed 100.

Weight per Student	Instructional
MD (K-12)	12.5
HI (K-12)	12.5
VI (K-12)	12.5
OI/OHI (K-12)	12.5
ED (K-12)	10.0
CD (K-8)	8.33
CD (9-12)	6.25
SLD (K-8)	8.33
SLD (9-12)	8.33

One instructional assistant is to be assigned to the instructional classroom of the intervention specialist, where there is a combination of one or more Emotionally Disturbed students with one or more Orthopedic, Other Health Impaired or Multiply Disabled students any one of whom is designated as medically fragile.

No more than six students with disabilities shall be assigned to a general education class for inclusion unless some staff assistance is provided to assist the general education teacher.

However when, due to the building schedule, student load and or staff size, that limit cannot be accommodated, the general education teacher, principal and student services manager will meet to determine how best to service the students that contribute to the total IEP load of over six.

The solutions may include staff arrangements, increased technology, required co-teaching, student reassignment, weighing the severity or nature of the disabilities and assessing the requirements of each student's IEP in order to determine the services needed and possible arrangements that would assist student learning.

The meeting among the principal, general education teacher and student services manager will take place within the first ten school days. Resulting in-house arrangements will be in place prior to the TAC week and if the in-

house solution requires district support for the students, the building principal and student services manager will co-sign a preliminary TAC request specifically related to students with special needs**.**

e. Placing Students in Classes

All students with disabilities shall have an active and up-to-date IEP that outlines all provisions regarding their special education and related services. Students with disabilities shall not be placed in a special education class unless there is written documentation of the student's disability. The placement team shall then write an IEP within the time specified in applicable state regulations.

Primary and intermediate *students with disabilities* shall not be assigned to the same special education instructional period, except students in grades 2, 3, 4 and 3, 4, 5 may be assigned to the same class.

f. IEPs

Intervention Specialists are responsible for facilitating the annual completion (throughout the school year) of all Individual Education Programs (IEPs) for every student on their caseload. All IEPs are to be submitted by the annual due date to the Department of Student Services immediately upon completion. Each intervention specialist who is responsible for preparing more than six IEPs shall be assigned two "IEP workdays" annually, for which they will receive compensation at extended daily rate. These workdays are to provide time for the intervention specialist to prepare for and/or participate in IEP conferences and shall be scheduled prior to the deadline for submission of IEPs.

Any teacher responsible for writing IEPs in excess of the district enrollment limit will receive 7 hours at extended pay.

All IEPs will be readily accessible to the general education teachers who are assigned students with special needs no later than October 1, 2010. Those IEPs will be made available electronically two weeks prior to the start of the school year or immediately upon completion and signature during the year.

g. Alternate Assessments

The district will offer training on the alignment of IEPs, academic standards, and alternate assessments at the beginning of the school year. In addition, up to 2 days will be offered by the District for completion of alternate assessments, centrally or at the school as deemed necessary by the teacher. Class coverage will be provided by the school for both sessions, prior to the due date for submitting alternate assessments. The Department of Student Services shall establish a fund to provide resources to teachers requiring materials for students who are on alternate assessments.

h. Case Coordinators

A Case Coordinator shall be appointed at each school which has a caseload, defined as follows: Caseloads include students identified as disabled and students with suspected disabilities, including students in the school's attendance zone who attend non-public schools or pre-school classes, but excluding cases managed by district teachers or educational support assigned to non-public schools.

Case coordinators shall be appointed from applicants by a selection panel appointed by the ILT and approved by the Student Services Director. The panel will consist of the principal, intervention specialist and general education teacher from each site requiring a case coordinator.

An intervention specialist or counselor, school social worker, or school psychologist shall receive priority consideration for the position. If none are available, a general education teacher may be appointed.

Case Coordinators shall receive supplemental pay at an annual rate according to compensation guidelines developed by the Review Committee. Case Coordinators who are released from teaching responsibilities will not receive Case Coordinator stipend.

In school year 2010-2011, Case Coordinators shall be paid from a pool of money in an amount not to exceed $115,000.

The parties shall make recommendations revising the duties and pay of the Case Coordinators by March 1, 2011 for ratification and implementation for the 2011-12 school year.

i. Special Education Reopener

If the State of Ohio adopts legislation that mandates substantial changes in the design of the Special Education Program, the parties shall reopen regarding the impact on terms and conditions of employment no later than 120 days before the changes take effect.

2. Career Technical Education

All career technical teachers who are required by state standards to have extended employment and are not on an extended contract shall be paid their daily rate of pay for such employment.

3. Pre-School Teachers

a. Teacher Workday

The workday for pre-school teachers shall be seven hours, including a 30-minute duty-free lunch and 30 minutes daily for preparation and/or conference time. The standard work year for pre-school teachers shall be the same as for other teachers.

b. Benefits and Leave

Pre-school teachers shall enjoy the same fringe benefits, holidays, personal leave, and sick leave as other teachers.

c. Salaries

Pre-school instructors shall be placed on Salary Schedule C under the same provisions as other teachers.

d. Budget

Pre-school teachers shall be informed of the supply equipment and materials budget for their program.

e. Seniority

For pre-school teachers, seniority shall be defined as follows:

(1) total number of years of continual service in the CPS as a pre-school instructor or contract teacher
(2) total number of years in the building of current placement
(3) total number of years in a pre school program (e.g. ESEA Chapter I, Headstart, or others)

f. Grant Opportunities

The Board and Federation agree to develop a district-wide Preschool Advisory Committee to review grant and funding opportunities on an annual basis.

4. Work-Study Coordinators

Work-study coordinators shall work 5 days following the close of school. The schedule for such days shall be approved by her/his supervisor. By September 20, each work-study coordinator shall identify 5 days during the school year s/he will not report to school subject to approval of his/her supervisor. Otherwise, the supervisor of the work-study coordinator shall identify the 5 days. No two days may fall in the same month nor be consecutive. Other than for reasons of separation, the work-study coordinator shall receive paychecks and accrue sick leave as if those days had been served.

5. Summer School Teachers

a. In schools that operate a summer school program for their own students, principals shall select teachers for summer school positions from among applicants within the school. Positions not filled by teachers at the school shall be announced throughout the district. Preference shall be given to teachers with appropriate certification and grade level. Within those categories professional or above teachers will receive placement to summer positions.

For any summer school program operated by the district, positions will be announced throughout the district and teachers shall be selected on a district-wide basis. Preference shall be given to teachers with appropriate certification and grade level. Within those categories career or above teachers will receive placement to summer positions.

b. Summer school teachers assigned to teach 3 or more hours per day shall be assigned one 45-minute preparation and/or conference period daily.

c. Evaluation procedures will be limited to the end of session program assessment. A district administrator will evaluate the summer bridge or extension programs. Regular summer school programs will be assessed based upon student outcomes. Other summer school teachers will not be evaluated.

d. Summer school salaries are governed by Appendix A, Schedule G.

e. Summer school teachers shall be entitled to use accrued sick leave or personal leave on the same basis as contract teachers during the regular school year. However, any absence of more than 3 days during the first week of summer school may result in loss of the position.

f. If a reduction in the number of summer school teachers in a summer school operated by the district or school building becomes necessary after the beginning of summer school, summer school teachers shall be released within the level based on certification or licensure, seniority, beginning with the least senior.

g. Upon request, the Board shall mail paychecks of summer school teachers to their home or summer address.

h. Terms of the Collective Bargaining Agreement pertain to summer school teachers.

§620 SUBSTITUTES

1. Definition

a. Class I – Daily Restricted Substitute

Refers to a substitute who has indicated restrictions on his/her service or who has not qualified as a Daily Substitute.

b. Class II – Daily Rate Substitute

Refers to a Daily Rate teacher who has been in an assignment for more than 10 but less than 21 days.

c. Class III – Daily Substitute

Refers to a substitute teacher who has indicated no restrictions on assignments and who agrees not to limit his/her service to any particular school(s), grade level(s), assignment(s), subject(s), day(s) of the week, or to a certain number of days.

For purposes of this section, a refusal means declining any assignment prior to 30 minutes after the start of school or being unavailable for assignment between 6 am and 8 am two days in a ten-day period.

If a Class III substitute teacher refuses any assignment more than two times in any quarter, they will be reclassified as a Class I substitute teacher for 5 pay periods. At that time, one may reapply for Class III status. If Class III status is lost a second time, one must wait until the following school year to reapply.

Personal illness and other absences outside the employee's control will not be considered a refusal but will be deducted from the substitute teacher's accumulated sick leave and no compensation will be paid provided the substitute teacher has leave. If no leave is available, such absence will be considered a refusal.

d. Class IV – Operational Substitute

An operational substitute is a substitute teacher who is assigned daily and reports daily to their assignment.

e. Class V – Leave Substitute

§620.10.a Substitutes assigned to serve in the classrooms of teachers on leave and become leave substitutes after assignment to the classroom for twenty consecutive workdays.

f. Substitute Hourly Rate

The substitute hourly rate will be recommended by the Human Resources department annually.

2. Workday

a. A substitute teacher day shall consist of 420 minutes, which includes a 30-minute duty-free lunch and no more than 345 minutes subject to assignment in school.

However, in grades 7-12, a substitute shall not be assigned to teach more than 6 class periods per day and shall have a preparation period of 45 uninterrupted minutes or a class period daily, whichever is greater.

This provision will not apply in cases where a substitute teacher arrives late and the regular teacher's preparation time has passed nor will it apply to a substitute teacher who is only assigned for a half day.

Class II and Class V substitute teachers shall follow the normal daily schedule for that assignment.

b. Records Day

If a substitute teacher is assigned to grade exams, compute quarterly grades, or attendance records for an absent teacher, s/he will receive one half-day's pay.

c. At a school, Restricted Daily Substitutes shall be placed in the assignments for which they were called, unless:

(1) reassigned in the same area as the original assignment. Areas are defined as academic, non-academic, or special education.

(2) assignment for which called is no longer available.

(3) called for one-half day but full day assignment is now available.

(4) an insufficient number of substitute teachers are available in the building

(5) reassigned in the substitute teacher's area of certification

(6) no specific assignment was designated

If the above conditions are not met, the substitute teacher may accept reassignment or "call in pay" as described above.

d. §220.8.a (1), (2), (3), (4), Par 1 shall apply to building substitutes (Class IV) and Class II substitutes

e. Call-in Pay

If a substitute teacher is assigned and subsequently not needed, an attempt will be made to reassign the substitute teacher. If a reassignment is not available, the substitute teacher will be compensated for one-half day. The principal may provide one-half day of appropriate work for the substitute teacher to perform with pay.

Restricted Daily substitutes may refuse reassignment without affecting their call in pay.

3. Evaluation and Career Plan

a. Daily Reports

By January 2011, the Board and Federation will develop a two-part report substitutes must complete to share information regarding their workday(s).

b. Appointment/Discipline/Dismissal

All substitute teacher appointments shall be for a school year or a portion thereof remaining after the date of appointment with no expectation of continuing employment. Discipline and dismissal of substitute teachers during the course of a school year shall be in accordance with §215 Par (1, 2, 3, 5). Adherence to the procedures described in this section is subject to the Grievance procedure. However, a substitute teacher may not file a grievance challenging the Board's decision to dismiss said teacher.

Principals shall provide documentation to support any request that a particular substitute not return to their school to be a substitute teacher.

4. Sick Leave

a. Operational Substitutes

Operational substitutes (Class IV) shall be eligible for sick leave on the same basis as regular teachers.

b. Sick Leave Conversion

Substitute teachers will have sick leave conversion upon retirement, pursuant to §700.4.s at the substitute's final daily rate of pay, but may not convert accumulated sick leave transferred from another employer.

5. Appearance in Court

Class III, IV, and V substitute teachers are eligible for leave for Appearance in Court pursuant to §230.16.

6. Fringe Benefits

a. District substitutes are eligible for the same health benefits and Term Life Insurance as other full-time teachers, by making the same contribution.

b. There shall be a separate property damage fund for daily rate substitutes of $1,000 per year. This fund shall be administered pursuant to §700.4.s If a surplus remains in the regular teacher fund, substitute teachers may apply for such surplus.

c. If a leave substitute (Class V) has been in an assignment for at least 30 days of the last quarter, worked at least 85 days during the school year, and has served to within 5 days of the end of the school year, s/he will not lose benefits during the summer recess.

7. Daily Substitute Teacher List

The Department of Human Resources shall maintain a list of substitute teachers by areas of certification noting grades, subjects and/or areas of greatest experience and shall make that list available to each school, updating it on a quarterly basis.

8. General Provisions

In addition to paragraphs 1 through 7 of this section above, the following provisions of this contract apply to daily rate substitutes: §100 Term of Contract; §110 Recognition; §120 Fair Practices; §130 Federation Rights; §140 Personnel Files; §150 School Leadership; §155 Flexibility; §160 General Provisions; §180 School Budgets; §220 Teaching Assignments, Par 6, 8, and 11; §230 Teacher Absence, Par 18; §240 Teaching Conditions; §300 Grievance Procedure; §400 Pupils; §700 Salaries/Fringe Benefits, Par 2,p and r, §800 Board Authority; §810 Amendment; §820 Legality; §900 Term of Contract; and other provisions which are expressly applicable to daily rate substitutes or a particular class of daily rate substitute. No other provisions apply.

9. Substitutes

a. Definition

Leave Substitutes are defined as substitutes for teachers on leave and who serve on a temporary basis in a position for more than 20 consecutive working days. The effective date of appointment shall be the 21st consecutive day of service in a given position. If a substitute is filling a vacancy or if serving for a teacher who is absent and serves in

the position for more than 20 days, the pay shall be retroactive to the first day of the assignment. However, a substitute may be appointed as a leave substitute prior to the 21st day. If so, the substitute shall be paid as a leave substitute beginning with the effective date of the appointment and shall be paid, as stipulated above, for days served in the assignment prior to the date of appointment. Consecutive workdays shall not be interrupted by the use of sick leave, assault leave, Federation leave, or any other approved absence.

Leave substitutes having served as a LTS more than 94 days the previous year shall receive LTS status after 21 days in a position. Leave substitutes having served as a LTS less than 95 days the previous year shall receive LTS status after 35 days in a position.

b. Conditions for Employment

Leave substitute teachers may be appointed only when one or more of the following conditions occur:

(1) temporary positions created by absence of regular employees occur for periods of more than thirty consecutive working days;

(2) the leave substitute teacher does not meet minimum employment standards by training, references or interview performance or did not qualify for a standard Ohio license;

(3) the leave substitute is a retired Ohio teacher;

(4) the leave substitute teacher does not wish to make a commitment for the completion of the current school year.

c. Dismissal

Leave substitute teachers serve temporarily and are subject to dismissal:

(1) when the performance is less than satisfactory in the judgment of the principal and supervisor;

(2) upon return of the regular employee;

(3) when a leave substitute teacher was employed under Paragraph 10.b (2), above, and a fully qualified candidate is available;

(4) at the conclusion of the school year if employed at that time.

d. Qualifications for Contract

Leave substitute teachers who serve 120 or more days during a given school year and who are employed for a regular vacancy for the ensuing school year for which they are fully qualified shall be given contracts. Long-term substitute teachers who are employed as of the end of the school year and who served 120 consecutive working days during the school year as a long-term substitute teacher and who are employed under contract at the beginning of the ensuing school year shall receive seniority credit effective the date of last appointment as a long-term substitute teacher.

e. Evaluation

Leave substitute teachers shall be evaluated using the Annual Assessment process.

f. Salaries and Fringe Benefits

Leave substitute teachers' salaries and fringe benefits governed by the provisions of the Collective Bargaining Contract applicable to contract teachers.

10. Availability of Substitutes

The parties recognize that maintaining an adequate pool of qualified substitute teachers requires continuous effort. The Board shall actively recruit substitute teachers, including advertising in newspapers of general circulation.

§700 SALARIES AND FRINGE BENEFITS

1. Salary Increases

All salary schedules shall be updated into the Performance Schedule by SY 2011-2012. There will be a salary and benefits reopener during 2012. See Appendix A: Schedule A.

All new hires hired for the 2011-12 school year will begin at level 3. The Performance Schedule will include team, school-wide, and teacher leader incentive columns.

Schedule E

The Board and Federation shall appoint a joint committee to review compensation amounts of and formulas for Schedule E athletic, co-curricular, and extracurricular contracts. The review will include a market study of comparable and neighboring districts' compensation amounts and types of formulas used to determine amounts. The committee will make a recommendation to the Superintendent for review by the end of January 2011. After consultation with the Superintendent, the joint committee will meet in February 2011 to determine the list of positions and job descriptions to be recommended to the Board and Federation for adoption and ratification, respectively. Upon adoption and ratification, the final list of supplemental positions will be included in the Schedule E Appendix. The current language will be in effect until amended by the parties.

a. Career Teacher Increment

The annual salaries of teachers who qualified for the career teacher increment under the Career in Teaching Program Agreement between the parties, as amended by the parties June 14, 1999 Budget Reduction Agreement, shall be increased by $1000, in addition to any lead teacher increment. However, no additional teachers may qualify for the increment after September 1, 2000.

b. Teacher Pay for NTBC/Professional Certification

Any teacher attaining National Teacher Board Certification shall have $1000 added to his/her base salary, in addition to any salary supplement provided by the state during the next full school year the certification is in effect.

The following are eligible for a $1,000 stipend:

- Speech-language pathologists with national certification from the American Speech, Language, and Hearing Association;
- Occupational Therapists with certification from American Occupational Therapy Association, Inc.;
- Physical Therapists with certification from American Board of Physical Therapy Specialists;
- School Psychologists with certification from National Association of School Psychologists; and
- School Nurses with certification by the National Board for Certification of School Nurses.

c. Training Increments

The annual salaries of teachers who complete 100 hours of required or inservice instruction shall be increased by $750. The annual salaries of teachers shall be increased by an additional $250 for each 100 completed additional hours of such instruction. The increments shall be effective at the beginning of the school year following completion of the coursework. However, no additional teachers may qualify for the increment after September 1, 2000.

d. Recruitment and Retention

The Superintendent may declare content areas of shortage or a district/building need for increased student achievement for each building. Upon declaration, incentives to hire and retain teachers or related services staff in identified areas may be implemented by the Department of Human Resources. These may include:

- The teachers whose certificates or licenses are in a shortage content area, when these teachers agree to be employed in the shortage content area or agree to serve in an Incentive, Intervention or Redesign Campus, or on campuses where a specific weakness in instruction exists for at least three years in the district.
- Placement of new hires on the salary schedule for their level of experience up to 17 years of service when there is a 3-year agreement to be employed in the district.
- The Department of Human Resources may recruit and place any ESP recruits and/or current staff at his/her level or for increased compensation to carry a caseload in high needs schools.

For new hires in the areas of identified teacher shortages, content weaknesses, or specific student achievement weaknesses, the district shall provide up to $2,000 per year, for up to three years for a maximum of $6,000, in areas of mathematics, science, and special education or content weaknesses, or other declared areas or where recruits with proven growth and achievement results could be hired for a particular building. Current employees who completed re-certification and/or licensure in the areas of identified teacher shortages or have proven growth and achievement results or are willing to teach in high needs schools may receive incentives as well. New hires returning to CPS after a hiatus of one or more years would be eligible to receive the incentive. New hires as of September 2010 will also be awarded a technology package for their individual use for school purposes at or away from school. The package will be no more than $2,000.00 and will have to be purchased through the district. The technology package will include a laptop computer for the teacher's use and a digital backpack to be used in the classroom. The equipment must be returned to the District upon termination from employment with the District.

2. Performance Schedule

a. Initial Position on Performance Schedule

The initial salary of a teacher shall be the minimum on the schedule for which the teacher is qualified, plus any allowance due the teacher for prior teaching experience and/or military service. Allowance for prior teaching experience shall be made on the basis of:

(1) One (1) year of credit for each year of teaching experience up to a maximum of ten (10) years of which no more than two (2) years of successful substitute teaching in Cincinnati Public Schools may be counted.

(2) Allowance for military service and/or career experience related to teaching field shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years.

(3) School nurses shall receive credit for each year of school nursing. That experience is credited the same as prior teaching experience as defined in (2) above. Nurses without school nursing licenses applying for employment who have nursing experience will be granted experience as other career applicants hired.

(4) Allowance for a combination of prior teaching and military service shall be made on the basis of one (1) year of credit for each year of military service and career as well up to a maximum of six (6) years, and prior teaching experience up to a maximum of ten (10) years.

(5) School nurses shall receive credit for each year of school nursing experience up to a maximum of ten (10) years.

(6) In determining the initial salary of a teacher of trade and industrial career technical subjects or academic subjects within a trade and industrial career technical program, a year of work experience, either at the apprenticeship level or beyond, shall be accepted as a substitute for a year of college or university work, and a total of four (4) years of such work experience, or of four (4) years of college or university training and work experience combined, shall be accepted in lieu of college graduation. Any year of work experience above the apprenticeship level, which is not used for satisfying the college graduation requirement, shall be accepted in lieu of teaching experience provided such work experience shall have been directly related to the specific career technical field in which the person is assigned.

(7) Part-time experience shall be credited for initial placement on the salary schedule and for annual service increments as follows:

(a) One full year of credit for regular full-time service of 120 days within a given school year;

(b) One-half year credit for regular full-time service between 60 and 119 days within a given school year;

(c) No credit shall be given for less than 60 regular full-time days of service;

(d) Annual service increments shall be given only at the beginning of a school year;

(e) Credit for one-half year of service shall carry forward until a full year of credit is earned and given on the schedule;

(f) Part-time teachers (those appointed for a fraction of the workday) shall receive experience credit on a pro rata basis.

b. Increments

Salary increments become effective at the beginning of each contract year. Future increments are based upon the completion of the appropriate number of days of prior service. At the eleven performance levels and four career advancement levels, increments are tied to successfully completing the appropriate evaluations that reflect professional growth and student achievement results. Those teachers placed on intervention will remain at their current level until they have successfully placed out of intervention.

Annual advancements in salary shall be granted in accordance with the rates of increments specified in the salary schedule until the proper maximum salary has been attained.

A teacher who has been employed full time and has received pay for at least one hundred twenty (120) days is eligible for an annual increment at the beginning of the next school year unless they have been placed on intervention or have not met the criteria established in Career Advancement Levels between 5-8, 16, 21, 26 or at any one of the 11 Performance Levels.

Classroom teachers qualifying for the first time for the following experience or longevity level shall be required to obtain a satisfactory or better rating on a performance evaluation completed during the first, third, and fifth year of employment and the year prior to the effective date of the increments at levels 5-8, 16, 21, and 26. A teacher shall be denied an increment due to a less than satisfactory evaluation and has the right to challenge the evaluation through TES Appeals Panel. Further, such teacher shall be re-evaluated during the next school year or the next evaluation cycle, whichever comes first. Upon a satisfactory or better evaluation, the teacher shall be advanced on the salary schedule based on full credit for his/her experience. A teacher who is placed in the Intervention Process by the Peer Review Panel shall not receive a longevity increment unless and until s/he completes the process with a satisfactory or better rating. No teacher shall be denied a salary increment due to the administration's failure to conduct a scheduled evaluation.

c. Initial Position on New Salary Schedule

The initial salary of a teacher shall be the minimum on the schedule for which the teacher is qualified, plus any allowance due the teacher for prior teaching experience and/or military service.

(1) All teachers in their first year of employment with the District and their first year of teaching will participate in the Teacher Evaluation System. All teachers in the first year of their teaching career will be placed at the appropriate level.

(2) Teachers new to the district will be placed on the performance schedule based on their years of successful experience.

(3) Part-time experience shall be credited for initial placement on the salary schedule and for annual service on a pro rata basis using 120 days as the equivalent of a full year.

(a) One full year of credit for regular full-time service of 120 days within a given school year;

(b) One-half year credit for regular full-time service between 60 and 119 days within a given school year;

(c) No credit shall be given for less than 60 regular full-time days of service;

(d) Annual service increments shall be given only at the beginning of a school year;

(e) Credit for one-half year of service shall carry forward until a full year of credit is earned and given on the schedule;

(f) Part-time teachers (those appointed for a fraction of the workday) shall receive experience credit on a pro rata basis.

3. Provisions Applying to the Salary Schedules

a. Appendix A

The salaries of teachers covered by this contract are set forth in Appendix A, which is attached hereto and made a part of this contract. Teachers shall be placed at the appropriate level.

Personnel on year-long Schedule E contracts will be paid quarterly. All others will be paid when contracts are completed.

b. Term of Service

All personnel included under this salary schedule have an annual term of service as per the teacher's individual contract.

c. Pay Plans

All teachers will receive all salary compensation through direct deposit. Twenty-six (26) checks delivered every other Friday year-round. In those years when twenty-seven (27) pays would be in order, the parties agree to subdivide the amount in that year to twenty-seven pays.

Deductions from paychecks shall be made, whenever possible, in uniform amounts.

The above pay plans shall not be construed so as to limit or restrict the board’s authority to establish and amend the school calendar or to open and close schools in accordance with state law.

d. Effect of State Mandates on Salary

Any state mandated salary increase shall be part of, and shall not be in addition to, any salary increase resulting from the application of this Article.

e. Emergency School Closings

In explanation of Board policy, where the Superintendent has authorized the closing of school due to an emergency condition, an employee shall receive pay for such day where the employee would otherwise have been in pay status, whether or not the employee has been reassigned to another location. Such pay shall not be charged to any accrued leave. All bargaining unit members shall be treated the same on declared snow days.

f. Montessori Teacher Training

As an exception to our present practice, teachers who have completed a Montessori training program at an institution accredited by one or more of the recognized Montessori associations shall receive credit on the salary schedule as if they had earned college credit for the training provided that the Board has accepted or would accept such training as meeting the Board's training requirements for teaching in a Montessori magnet school.

4. Medical, Prescription and Dental Coverage

a. Medical and Prescription Plans

Employees electing medical coverage shall choose the Health Maintenance Organization (HMO) or the Point of Service (POS) 300 medical plan.

b. Board Contributions

Upon application by the employee, the Board will purchase or provide single, employee plus one, or family coverage for any employee appointed for six tenths (.6) time or more, less the dollar amount shown on the monthly employee contribution schedule below, which shall be deducted from the employee's paychecks.

c. Right to Opt-Out

An employee may decline medical coverage through the Board's Plan. The Board may request proof of alternative coverage. The Board shall pay an employee declining coverage under the Board's Plan $100/month if eligible for two-person coverage and $200/month if eligible for family coverage.

d. Dental Plans

Employees shall also be eligible for dental coverage on the same basis as described above.

e. Vision Care

A vision care discount will be offered by the district. In addition, vision examinations are covered under the medical plan.

f. Employee Contributions

Employees electing medical coverage shall choose the HMO, POS 300 medical plan or a MERP.

The medical/dental chart for 2010-12 on this page supersedes any language in this agreement to the extent any inconsistencies exist.

The monthly employee contribution for coverage under Board group medical and dental plans shall be as set forth on the attached schedule. The Board established an IRS §125 Plan that treats employee contributions as pre-tax payments. As of July 1, 2007, a Working Spouse Provision is also being continued. Spouses of employees who (1) are employed and (2) are eligible for any other employer sponsored health coverage costing less than $150.00 per month (least expensive option from that employer) cannot be enrolled as a dependent under the CPS health plan unless he/she also selects his/her employer's health care plan. The CPS health plan will include coordination of benefits (COB) equal to the current COB provision in place. In such cases, however, employees may continue to cover their spouses under the Board's Family or Employee + 1 plans, subject to COB. CPS will conduct another dependent eligibility audit. If a spouse is not subject to the Working Spouse Provisions due to items (1) and/or (2) above not being met, the Spousal Premiums shown in the Spousal Premium section below will continue to apply, as set forth on the schedule.

Employee Contribution
(Medical Plan)

The contributions for the medical plan for 2011 shall be based using 18 percent of the COBRA rate for ACPSOP and 20 percent of the COBRA rate for CFT. The contributions for 2012 shall be based using 20 percent of the COBRA rate for both ACPSOP and CFT. For 2011, premiums are converted to the following percentage of salary contributions. As a result, contributions will be calculated annually using COBRA rates for that year.

	Single	Employee + 1	Family
POS 300	1.48%	2.96%	4.15%
HMO	1.48% + $35/Mo	2.96% + $70/Mo	4.15% + $98/Mo

(Dental Plan)

The dental plan will remain the same and benefit levels will continue. CFT and ACPSOP will pay 20 percent of the dental COBRA rate.

	Single	Employee + 1	Family
Dental	.12%	.31%	.31%

Medical, Prescription, Employees Assistance Program and Dental Coverage Changes

Rx Plan Changes (Applies to HMO and POS)

Rx Co-Pay	**January 1, 2011**
	In/Out of Network (out of network applies to POS only)
Generic	$10 / $10 + 30%
Name Brand	$30 / $30 + 30%
Non Formulary	$55 / $55 + 30%
Maintenance Rx-	Use of Humana's mail order pharmacy is mandatory for maintenance drugs. A penalty of a 2x copay applies after second fill at retail.
Mail-Order Rx Copay Limit	3.0 times retail copay
Diabetic Supplies	No copay (100% plan paid)

All Rx tiers and coverage conditions are converted to Humana's standard Rx3 formulary (except diabetes supplies – see above)

POS 300 Medical Plan

Annual Deductibles	**January 1, 2011**
	In/Out of Network per year
Single	$300 / $600
Single + One	$600 / $1200
Family	$600 / $1200

Coinsurance	**January 1, 2011**
	In/Out of Network
Coinsurance (after deductible)	20% / 40%

Annual Out-of-Pocket Limits	**January 1, 2011**
	In/Out of Network
Single	$1,500/$3,000
Single + One	$3,000/$6,000
Family	$3,000/$6,000

	January 1, 2011
Primary (PCP)*	See Deductible/Coinsurance Above Includes OB/GYN & Endocrinologist
Specialist	See Deductible/Coinsurance Above
Allergy Injections	See Deductible/Coinsurance Above
Vision/Hearing Exam/Testing	See Deductible/Coinsurance Above
Reconstruction Surgery	See Deductible/Coinsurance Above
Chiropractic	See Deductible/Coinsurance Above
Infertility	See Deductible/Coinsurance Above
Pregnancy	See Deductible/Coinsurance Above
Birthing Center	See Deductible/Coinsurance Above
PT/OT/ST	See Deductible/Coinsurance Above
Second Surgical Opinion	See Deductible/Coinsurance Above
Urgent Care (in/out)	See Deductible/Coinsurance Above
Emergency Room (in/out)	See Deductible/Coinsurance Above

Wellness Plan as Successor to Benefit Bank

- A wellness program will be put into place January 1, 2012.
- The plan design is to be determined by the CPS Benefit Committee.
- The plan will cover Disease Management, Lifestyle Management and Case Management.
- Employees and spouses will be provided with the opportunity to earn $500 each per year in wellness credit. Earned credits will be applied to individual Wellness Health Reimbursement Accounts (HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012.)
- Maximum HRA balances will be $1,500 at any one time (applies to both Single/Family accounts).
- Humana Health Assessments completed in the 2010 calendar year will be applied to the HRAs in the 2011 calendar year. Employees will receive their 2011 Benefit Bank allocation ($350/single, $425/family) into the wellness account versus the Benefit Bank for 2011. Employees who are retired prior to ratification of the agreement will have until 12/31/2012 to spend their allocated Benefit Bank dollars. All current employees will have until 6/30/11 to spend their allocated Benefit Bank dollars. All Benefits Bank balances remaining will be used to offset District dental and health care costs.
- Separation from Employment – Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6-month period will be returned to CPS.
- All employees hired after the ratification of this agreement will not receive any benefit bank allocations.
- Audit – The District shall continue to audit participants of the health plans for eligibility.

Opt-Out Incentive/Spousal Premium

- Employee qualifying for Opt-Out Incentive is eligible for the following: Employee Plus One will receive $100/month. Employee qualifying for Family will receive $200/month.
- For those spouses who work and who have availability of health care coverage and who are not required to move to their employer's health plan will pay the following spousal premium surcharge; based upon the employee's salary.
- For Spousal Premium based on employee's income:

Spousal Premium/ Month *	**January 1, 2011**
	New Plan
Under $30,000	$80
$30-$60,000	$100
$60-$90,000	$120
$90,000+	$140

- Employees qualifying for plans electing Opt-Out are not eligible for MERP.

Benefits Consultant

- The District shall select a Health Benefits Consultant, pending the availability of funds. The Benefits Committee will assist developing the criteria for the selection of the consultant. The consultant shall convene Benefits Committee meetings and provide support.

Office Visit Co-Pay *(includes chiropractic, vision/hearing exams and ST/PT/OT)* ***(In-Network)***	**January 1, 2011**
	New Health
Primary (PCP)*	$25
Specialist	$45
*** PCP Includes OB/GYN**	
*** PCP Includes Endocrinologist**	

Deductibles (In-Network)	**January 1, 2011**
	New Health
Single	N/A
Single + One	N/A
Family	N/A

Deductibles (Out-Of-Network)	**January 1, 2011**
	New Health
Single	N/A
Single + One	N/A
Family	N/A

Out of Pocket Limits (In-Network)	**January 1, 2011**
	New Health
Single	$1500
Single + One	$3000
Family	$3000

Out of Pocket Limits (Out-Of-Network)	**January 1, 2011**
	New Health
Single	N/A
Single + One	N/A
Family	N/A
Allergy Injections	**January 1, 2011**
	New Health
	In Network
	10%

Urgent Care/ ER Copays	**January 1, 2009**
	New Health
Urgent Care (in/out)	$35
Emergency Room (in/out)	$100

g. Right of Board to Change Carriers

The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that:

(1) the resultant coverage(s) is at least equivalent to the coverage(s) as of July 1, 2011;

(2) the Board has given the Federation 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;

(3) the Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and

(4) the Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

h. Eligibility for Coverage While on Leave

Teachers shall not be eligible for coverage under the Board group plan unless part or all of the fee is payable by the Board. However, the Board shall pay the full cost for one year of either a single or family health contract (if eligible) less the employee contribution for any teacher placed on unpaid leave of absence due to personal illness or maternity. Employees on such leave of absence for personal illness or maternity for an additional year(s), and employees on other unpaid leaves of absence, shall have the option to continue coverage under the Board Group Plan by paying the full monthly premium. Long-term substitutes shall become eligible for coverage effective the first day of the month following 30 workdays of employment.

i. COBRA Coverage

In accordance with the provisions of the various sections of 3923 O.R.C., as amended, and Public Law 99-272, Title X (COBRA), as amended, the Board shall offer current and former employees continuation of Medical, Dental, and Prescription coverage in the event of change(s) in marital status, birth or adoption of a child, loss of dependent status, death of the primary insured, or loss/reduction of job/hours.

j. Wellness Initiative

(1) The program may include: health assessments and screenings; smoking cessation plans; cardiac programs, diabetes care; physical fitness programs; and additional incentives as may be agreed by the parties.

This program will be funded by resources that were set aside annually for the benefit bank. Employees will earn credits towards medical reimbursements. These credits will be made available to the employee in the succeeding calendar year. The parties, through mutual agreement, will establish a menu of options from which employees may choose. Credits earned in one year will be available for use in the next year.

Wellness account monies will be made available through a debit card as well as a reimbursement process.

(2) Participation*:* Teachers shall be expected to participate in the program for the 2012 calendar year. It is expected that during the 2011 calendar year, employees shall demonstrate and report the behaviors that make them eligible for participation on the program. During this time, educational activities about the program shall be provided by the Benefits Committee.

(3) Evaluation*:* The Benefits Committee shall mutually determine an evaluation system to determine the effectiveness of each program option. The evaluation shall include usage data, cost data, and estimates of how future use may be impacted. The Benefits Committee shall receive data quarterly and shall formally review the evaluation and make recommendations regarding modifications to the wellness program and options by August1 of each year.

k. Employee Assistance Program

The Board will continue to offer/provide an employee assistance program. The Employee Benefits Committee shall adopt guidelines concerning the operation of the program.

l. Employee Benefits Committee

(1) Composition

The Board and the Federation agree to continue the Employee Benefits Committee with membership from all unions, representing Board of Education employees. The committee shall include a minimum of two members from each bargaining unit with proportional representation among the bargaining units. The committee shall not be less than 15 or more than 19 in number. The Board shall also be represented on the Committee. Representatives on the committee may call for smaller caucuses of their choosing at any time during the meeting.

(2) The role of the Employee Benefits Committee is to:

(a) recommend needed benefit changes;

(b) research, analyze, and recommend benefit providers and changes;

(c) communicate to and educate employees about utilization of benefits to promote cost containment and effective implementation of benefits; and

(d) provide on-going monitoring of providers' performance and employee concerns.

(3) The Employee Benefits Committee shall meet at least once monthly to review health care utilization and plan for future design of the plan. No later than twelve months prior to the expiration of the Board's contract with the health care provider or administrator, the Committee shall meet and review the plan's utilization and cost. No less than six months prior to the expiration of the health care contract, the Committee shall make recommendations to the bargaining units and the Board. Request for a proposal shall be accepted no later than five months prior to the contract expiration with the Committee making a recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and cost shall be reached no later than three months prior to expiration of the health care contract. Employees on the Committee shall not suffer any loss of pay for reasonable hours of committee duty, which conflict with the employee's scheduled duty hours.

m. Additional Voluntary Insurance Programs

The Board shall offer voluntary programs group plans for home, auto, long-term care and prepaid legal services payable 100 percent by employees.

n. Term Life Insurance

Eligibility for the $30,000 term life insurance shall be extended to include part-time teachers. Full-time teachers are eligible to purchase an additional one-half of their annual take-home salary.

o. Termination of Health Insurance

The Cincinnati Board of Education shall terminate health coverage immediately for each teacher who is absent without authorized leave, but such coverage shall be reinstated immediately upon the teacher's return to work. During the interim period of time between the start of a teacher's absence without authorized leave and the time when the health care provider is able to terminate the health coverage for said teacher, the Cincinnati Board of Education shall have the right to deduct from the teacher's paycheck, the amount equal to the teacher's pro rata share for health coverage for each day of unauthorized absence up to the time the termination becomes effective. It is expressly understood that such termination of coverage shall continue for any period of time that the Cincinnati Public Schools are closed due to a strike or work stoppage for each teacher who was absent without authorized leave on the last working day immediately before the shutdown.

p. Tax Sheltered Annuity

Embodying the benefits of Section 403(b) of the Internal Revenue Code of 1954 as amended, the Board may, upon authorization of the teacher, make annual salary deductions to be applied to the purchase of an annuity contract.

q. Pay Deductions Authorized By The Teacher

Pay deductions may be directed to the following organizations:

(1) Greater Cincinnati Public School Employee Credit Union
(2) United States Savings Bonds
(3) United Way
(4) Health care provider mutually agreed upon by the Federation and the Board
(5) Washington National Insurance
(6) Cincinnati Federation of Teachers
(7) United Negro College Fund
(8) CFT COPE
(9) STRS deductions for purchase of service credit
(10) Kentucky State Income Tax withholding
(11) Greater Cincinnati Community Shares
(12) Art Waves (formerly Fine Arts Fund)
(13) Others mutually agreed upon by the Federation and the Board

r. Purchasing STRS or SERS Service Credit

District employees shall have the option of purchasing STRS and SERS credit on a pre-tax basis, as provided by law.

s. Conversion of Sick Leave at Retirement

Subject to the provisions of Section 124.39 of the Ohio Revised Code, a retiring employee hired before May 27th, 2004, shall be eligible to be paid for one-half (1/2) of his/her accrued but unused sick leave at the daily rate of pay which is the teacher's salary divided by the number of days in the work year minus one day.

A retiring employee hired after May 26th, 2004 shall be paid for one-quarter (1/4) of his/her accrued but unused sick leave at the daily rate of pay which is the teacher's salary divided by the number of days in the work year minus one day. The payment shall eliminate all sick leave accrued by the employee.

Teachers eligible for retirement prior to August 15, 2011 will receive an additional $10,000.00 as incentive to be paid only upon separation from service and provided the teacher advises the Board in writing of the separation date by March 15, 2011. Also, any teacher formally announcing by February 17, 2011 his/her planned retirement will receive an additional $5,000.00 in lieu of the five (5) days of sick leave for early retirement announcement. The parties, by mutual agreement, may amend this offer. The effective date of retirement must fall between December 17, 2010 and August 15, 2011.

The daily rate of pay will be calculated by factoring in the teacher's contract salary and any applicable career level stipend, training increment, and lead teacher stipend and dividing by 191.

Federation and the Board recognize the obligation of sick leave payout to comply with applicable provisions of the Internal Revenue Code and Regulations.

Payments of accrued sick leave to retiring employees shall be made to an employer sponsored 403(b) and 401(a) plan, the terms of which shall be submitted to Federation for approval.

Accrued sick leave payments shall be made with respect to retiring employees, as follows:

First Payment: The maximum amount payable under the Internal Revenue Code and Regulations in the first year of distribution of such benefits shall be paid in the first of the month following the cashing/receipt of the first retirement payment by the employee, providing the Board is notified by the 20th of the month of the cashing/receipt of such payment.

Subsequent Payments: The second payment, which shall be in an amount equal to the maximum amount allowed under the Internal Revenue Code and Regulations, shall be made on the first Friday of January in the year following the first payment. If any subsequent payments remain due, such payments shall be made the first Friday of the following January.

The parties understand that the Internal Revenue Code and Regulations allow a maximum payment of no more than $82,000 of accrued sick leave in year one and no more than $41,000 in year two or subsequent years. To the extent that applicable Internal Revenue Code and Regulations change, then the Board shall make payments to retiring employees consistent with such changes, distributing the maximum allowed by the Internal Revenue Code and Regulations in the year of retirement and in subsequent years in accordance with the schedule for payments in this section.

An employee who notifies the Board officially by the early retirement date notification published annually that he/she plans to retire effective at the end of the school year shall receive an additional 5 days pay at the daily rate added to sick leave conversion in addition to their normal entitlement. However, participants in the 1/1/2011 retirement incentive will not receive this benefit if they meet the criteria for the 1/1/2011 retirement incentive.

Sick leave conversion shall be paid to survivors upon the death of an employee who has 10 years of service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave. For those hired after May 22, 2004, sick leave conversion shall be paid to survivors upon the death of an employee who has 10 years of service with the Board on the basis of one (1) day's pay for each four (4) days accumulated, unused sick leave.

If teachers do not qualify as part of the eligible or defined group in the Accumulated Leave Plan, the following provision applies:

The Board shall make these payments to retiring staff as follows: One-half of the sick leave conversion the first of the month following the cashing/receipt of the first retirement payment, providing the Board is notified by the 20th of the month of the cashing/receipt. If the first half is paid between January 1 and June 30, then the second half shall be paid the first Friday of the following January. If the first half is paid between July 1 and December 31, then the second half shall be paid the first Friday of the following July.

t. Mileage Reimbursement

Eligible teachers shall receive reimbursement at the rate permitted by the Internal Revenue Service for employee business expenses when their automobiles are used for Board business.

Teachers eligible to receive mileage reimbursement shall be those who report to more than one (1) location on any school day to perform assigned duties. Reimbursement shall be made by the Treasurer's Office after receiving the Mileage Report Form signed by the teacher and approved by the school administrator to whom the teacher reports.

u. Damage to Personal Property

The Board shall provide reimbursement for damage to a teacher's personal property excluding cash resulting from an assault, which occurred in the course of employment or, from vandalism or theft on the school site or at another location while on school business. The Board shall establish an annual fund of $10,000 to pay claims under this provision. The fund will provide reimbursement to teachers only to the extent that the teacher does not have insurance coverage protecting against such damage. When the fund is exhausted, the Board shall have no further obligation to pay such claims. The Board and CFT will agree on guidelines concerning the payment of expenses from this fund. The plan shall have a $100 deductible after private insurance coverage has been exhausted. The employee pays the first hundred dollars of loss, except in cases of loss due to an assault by a student.

v. Holidays and Holiday Pay

In explanation of Board policy, any employee absent without pay on either his/her next scheduled workday preceding a holiday or his/her next scheduled workday following a holiday shall be allowed no pay for the holiday; however, if an employee was sick and had exhausted earned sick leave, and had worked up to 5 working days of a holiday, and reported to work within 5 days after the holiday, the employee, upon approval by the Board, shall be allowed pay for the holiday.

w. Retirement “Pick-up”

The Board shall designate each employee's mandatory contribution to the STRS of Ohio as “picked-up” by the Board as contemplated by IRS Revenue Rulings 77-462 and 81-36 (although they shall continue to be designated as employee contribution as permitted by OAG Opinion 82-097) in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income taxes shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution which has been designated as “picked-up” by the Board. The amount designated as “picked-up” by the Board shall be included in computing the final average salary for retirement purposes, provided that no employee's total gross income is increased by such “pick-up” nor is the Board's total contribution to the STRS of Ohio increased thereby. The amount designated as “picked-up” by the Board shall be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement.

x. Tuition Waivers for CPS

For teachers who live outside the school district who wish to enroll their child, step-child, or minor dependant in CPS, tuition waivers shall be granted, provided the current Ohio State Statutes permit State aid to be received for the student. The same enrollment and application procedures, including deadlines, as those applied to other non–resident pupils shall be in effect.

§800 BOARD AUTHORITY

1. Board Authority Granted by State Law

It is recognized by the parties that the Board is invested by the laws of the State of Ohio with the government and control of all of the Cincinnati Public Schools. This authority of the Board shall include, but shall not be limited to, the authority to make such rules, regulations and policies as are necessary for the government of the public schools, the employees of

the Board, and the pupils of the schools. Nothing in this contract shall constitute transfer of the authority of the Board as established by the laws of the State of Ohio.

2. Implementation of Board Authority

The administrative authority of the Board shall be implemented by the Superintendent and his/her designees whose authority shall include, but not be limited to, the authority to direct and assign teachers and to carry out such other duties as the Board determines as provided by the Ohio Revised Code.

3. Exclusion of Board Policies and Practices from Contract

Policies and practices of the Board and the administration are not a part of this contract, except as stated herein, and may be adopted, revised, amended, suspended or rescinded at the discretion of the Board or the administration.

§810 AMENDMENT

1. Necessity to Renegotiate

This contract may be amended by mutual written agreement of the Board and the Federation. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract.

Therefore, for the life of this contract, each party agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this contract.

§820 LEGALITY

1. Conflict with Law

If any provision of this contract or any application of this contract to any teacher or group of teachers is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

§900 **TERM OF CONTRACT**

This contract shall expire on December 31, 2013

Effective this 1st day of January 2011

Julie Sellers, President
Cincinnati Federation of Teachers

Eileen Cooper Reed, President
Cincinnati Board of Education

Mary R. Ronan
Superintendent

Jonathan Boyd
Treasurer

Cynthia L. Dillon
General Counsel

Federation Bargaining Team
Katie Hofmann, Bargaining Chair
Lee Black
Sandy Hawley
Greg Humphrey
Ed Jaspers
Don Luckie
Mary Rutledge
Jim Schad

Board Bargaining Team
Bruce A. Breiner
Victoria Crook
Stacey Hill-Simmons
Julia Indalecio
Paul McDole, Jr., Bargaining Chair
C. Laura Mitchell, Bargaining Chair
Charlene Myers
William M. Myles
Jacquelyn Rowedder
Beth Schnell
Whitney Simmons
Eve Bolton

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0723-01
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AGREEMENT

between

THE COLUMBUS BOARD OF EDUCATION

and

THE COLUMBUS EDUCATION ASSOCIATION

To be effective until

August 20, 2011

Dear CEA Members:

This is your copy of the new *Master Agreement* between the Columbus Board of Education and the Columbus Education Association. We have come a long way from the first 20-page document that was agreed to more than 30 years ago. It represents another solid step forward. Please read it and use it for your professional and your personal benefit.

Bargaining this contract was challenging due to the difficult economic times in our community. We must not take the results for granted. What has been fought for can be taken away unless it is fought for again. This agreement represents thousands of hours of work by the officers, representatives, staff and bargaining team members. Also, we must never forget the many members who sacrificed in the past to get us to this level today. Public education and a teacher's livelihood are threatened as never before in the history of our nation. However, CEA remains a bulwark defending our local public schools.

We should be very proud of this Agreement. Even in difficult times, we have moved forward. This contract contains substantive language changes to improve the working conditions for teachers and learning conditions for students. It also maintains benefits for teachers.

A special note of thanks goes to all team members, especially Chief Negotiator Rick Logan and Negotiations Chairperson Deborah Huffman-Mirib. They have demonstrated their dedication to create and to maintain a strong Association.

In addition to the staff and leadership who contribute so much to our success, we also owe much to the thousands of individual members who made themselves heard throughout the negotiations process. This united effort has produced a contract that keeps CEA and Columbus as national leaders in the field of education.

Any good contract must be enforced to have value. The Board and CEA have made the commitment to support this Agreement. Every teacher and every administrator is obligated to enforce it.

Thank you for your support.

Sincerely,



Rhonda Johnson

CEA Negotiations Team

Core Team

Rick Logan .....Chief Negotiator
Deborah Huffman-Mirib .....Chairperson
Rhonda Johnson .....President
Carol Wagner .....Recorder
Karen Andermills .....Member
Phil Hayes .....Member
Tracey Johnson .....Member
Robin Lucas .....Member

Team Members

Christine Ault
Donna Baker
Joan Baker
Mary Barber
Michael Barnes
Mikasa Barton
Jimmie Beall
Scott Buckley
Bob Chestnut
Cheryl Cooper
Kriston Crombie
Gerry Curran
Maggie Davis
Claudia Eschelbach
Jan Fleming
Charlene Gomer
Greg Goodlander
Susan Guisinger
Cheryl Gulling
Mary Hatem
Al Hernandez
J. Howell-Sanchez
Jennifer Jackson Sangaré
Cindy Jamison
Robin Jeffries
Brian Johnson
Jeanette Johnson
Renée Kelley
Mary Kennett
Jennifer Kinkela
Daniel Lee
Jennifer Martin
Deborah McCoy
Andy Merritt
Vern Miller
Teri Mullins
Alice Munnerlyn
Ezetta Murray
Brad Oglesby
Sally Oldham
Jenny Plemel
Jeffrey Poulton
Mary Jane Quick
Dale Rucker
Mary Ann Shrum
Denise Sizemore
Bashiel Smith
Deborah Starr
Beth Stevenson
Amy Tichy
Pete Trautmann
Diana Turner
Chris Weatherholtz

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Master Agreement

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AGREEMENT

between the
COLUMBUS BOARD OF EDUCATION
and the
COLUMBUS EDUCATION ASSOCIATION

This Agreement entered into at Columbus, Ohio, this sixteenth day of June 2009, between the Columbus Board of Education of the Columbus City School District (hereinafter referred to as the "Board") and the Columbus Education Association (hereinafter referred to as the "Association or CEA").

Chapter 100

Article 101
Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all teachers of the District. For purposes of this Agreement, the term "teachers" shall mean the certificated teaching employees of the Columbus City School District including, but not limited to, certificated/licensed teachers, nurses, occupational therapists, physical therapists, dental hygienists, full-time (minimum of six [6] hours per day and a minimum of thirty-seven [37] weeks per year) hourly-rated teachers, part-time employee positions that are scheduled for more than twelve (12) hours each week during the school year and require licensure from the Ohio Department of Education ("part-time teachers") part-time hourly-rated tutors who work regularly during the majority of the school year, latchkey teachers and instructional support substitutes. "Teachers" shall also mean other regular full-time professional staff members except classified and civil-service type personnel and except instructional assistants and educational media aides. Members of the bargaining unit as defined above may hereinafter be referred to as "teachers" or "members of the bargaining unit." However, only those provisions of this Agreement which are specifically identified as applicable to hourly-rated tutors, latchkey teachers, instructional support substitutes and part-time teachers shall apply to such employees. The bargaining unit shall include a person hired as a regular contract teacher who (a) fails to pass the appropriate PRAXIS test(s) within the first sixty (60) work days and (b) serves in the same assignment for more than forty-five (45) days so long as the person is continued in that same assignment. All employees herein defined as teachers shall be members of the bargaining unit, but said bargaining unit shall exclude the Superintendent, Deputy Superintendent, assistant superintendents, principals, assistant principals, and other admin-

istrative or supervisory personnel. "Other administrative or supervisory personnel" shall include any certificated or professional employee having the authority to responsibly direct other certificated or professional employees and the authority to hire, transfer, assign, promote, discharge or discipline other certificated or professional employees, or to responsibly recommend such action. If the Board of Education reassigns or removes the work of student safety specialists from the bargaining unit, the Board of Education shall have the obligation to bargain with the Association about the effect(s) of the Board's decision.

Article 102
Responsibility of the Board

It is recognized by the parties that the Board is invested by the laws of the State of Ohio with the management and control of all the public schools in the Columbus City School District. The authority shall include, but shall not be limited to, the right to hire, discharge or discipline teachers, subject to the terms of this Agreement and applicable law, and the authority to make such rules and regulations, subject to the terms of this Agreement and applicable law, as are necessary for the government of the public schools, the employees of the Board and the pupils of the schools. Nothing in this Agreement shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of Ohio.

Article 103
Authority of the Superintendent

The administrative authority of the Board shall be implemented by the Superintendent, Deputy Superintendent, assistant superintendents, principals, assistant principals, and other administrative or supervisory personnel employed by the Board. The Superintendent shall have the sole authority to direct, assign and transfer teachers, subject to the terms of this Agreement and applicable law.

Article 104
Responsibility of the Association

The Association shall represent all teachers of the Columbus City School District equally and without discrimination, regardless of their membership or non-membership in the Association.

Article 105
Equal Employment Rights

Members of the bargaining unit will not be discriminated against in any way in the exercise of their employment rights or their rights under this Agreement because of race, color, creed, national origin, age or sex. The Board and administration will comply with all federal, state and local fair employment laws.

Article 106
Continuous Performance Pledge

106.01 The Association agrees that it will neither cause nor sponsor any strike, "study day," "professional holiday," or other work stoppage during the period of this Agreement. In the event that the Association violates this provision, it shall be subject to appropriate legal penalties and the Board shall be entitled to any other appropriate relief available under law.

106.02 Any teacher who initiates or participates in a strike or other act prohibited by this article will be subject to appropriate legal penalties and the Board shall be entitled to any other appropriate relief available under law.

106.03 The Association will make every reasonable effort to prevent or terminate violations of the pledge.

Article 107
Present Policies

To the extent that any provision of the *Administrative Guide*, other Board policy, regulation or procedure, or building level policy, regulation or procedure conflicts with an expressed provision of this Association-Board Agreement, the provisions of the Association-Board Agreement shall have precedence.

Article 108
Board-Association Consultation

108.01 During the term of this Agreement, the Board or its administrative agents shall make it a practice to advise the Association President or his/her designees prior to the adoption of new or substantially revised citywide policies, programs or procedures of significant importance to and directly involving teachers.

108.02 During the term of this Agreement, the Superintendent and designees shall meet on a regular basis, generally once a month, with not more than five (5) representatives of the Association to discuss matters of policy, procedure and program of the school district. In order to promote a free exchange of views, all matters discussed in such meetings shall be considered confidential by all parties unless otherwise noted in the meetings.

108.03 All administrative forms provided by this Agreement shall be mutually acceptable to the Board and the Association, subject to binding arbitration in case of dispute. The development of such mutually acceptable forms shall include discussion between the parties of the procedures for the use of such forms. In the event mutual agreement on a form does not occur, the Board shall be free to utilize its preferred form until an arbitrator renders a decision.

108.04 All school forms developed by the school district

shall be free of sexual stereotyping. The school system may continue to use supplies of forms presently in stock. The Association may advise the administrator of Labor Relations of any forms in need of revision. No form that is in violation of this article shall be the subject of a grievance unless the form has been identified as provided above. Existing supplies of such a form may be continued in use until liquidated.

Article 109
Rights of the Association

109.01 The President of the Association or his/her designees shall have the right to visit all schools in the District for the purpose of carrying out Association business. Upon entering a school, the President or designee shall first notify the principal of his/her visitation. In the absence of the principal, notification shall be to the assistant principal or a school office employee. In no event shall such visits interfere with or interrupt normal school operations.

109.02

A. Unless otherwise mutually agreed upon, the Board shall continue to supply the Association by the second work day following the pay date, or as soon as possible thereafter, with electronic media containing personnel information for members of the bargaining unit from the computer personnel file. The electronic media shall contain the following data: employee name, street address, city, ZIP code, race code, areas of certification, hire date, Board date, department code, administrative location code, facility code, pay plan, percent of employment, class code and description, check location code and description, dues deduction types and amounts and date. In the event the Board cannot reasonably continue to supply such information in such manner, the parties will meet to determine a feasible course of action. The Board will not be arbitrary or capricious regarding this matter and will notify the Association as soon as practicable whenever they determine the electronic media will be delayed.

B. The Board of Education shall supply the Association with names and addresses of all new teachers and their administrative assignments within one (1) week after official Board action employing such teachers.

C. Twenty-five (25) copies of the annual *Building Staff Assignment Directory* and twenty-five (25) copies of the annual *Employee Directory* will be provided to the Association if and when such publications are normally distributed.

D. The information provided in A, B and C above shall be only for the private use of the Association.

109.03 ***Membership Dues Deduction***

A. Membership dues of the Association and its district, state and national affiliates, shall be deducted in nineteen (19) equal installments for teachers on plan A and twenty-four (24) equal installments for teachers on plan B on dates defined in Chapter 1400 on the basis of written authorizations supplied by the Association to the Treasurer. The Treasurer shall transmit dues to the Association one (1) Columbus City Schools business day following the pay date in which the pay was received by the employee or as soon as possible thereafter. Such deduction shall be irrevocable for periods of one (1) year except that authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15, providing that notifications of withdrawal are submitted to the Treasurer during such fifteen (15) day period. The Association shall keep on file a copy of each individual's deduction authorization form.

B. Authorization shall be on a continuing basis from year to year unless withdrawn in keeping with provision 109.03(A) above. Such withdrawal must be submitted in writing to the Treasurer of the Board, with a copy to the Association. The effective date for a new authorization or a change in an existing authorization shall not be later than the earning period following submission of the new or changed authorization.

C. The Association shall supply the Treasurer with the dues structure for the following school year by July 1 of each year.

D. The balance of the annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving an unpaid leave of absence, leaving a bargaining unit position or terminating his/her employment after the opening of school.

E. The Association will indemnify the Board and Treasurer against liability for all deductions made in accordance with these provisions.

F. The Association will compensate the Board in the amount of fifteen cents ($.15) per member per year for the payroll deduction service to be deducted from the first deduction period each school year.

G. The Board will provide the Association with a single printout for all organizations showing the members from whom dues were deducted and the appropriate organization. This itemized statement with a transmittal letter will be prepared monthly.

H. The Association shall have exclusive payroll deduction rights for union dues for members of the bargaining unit.

I. *Payroll Procedures and Deductions*

1. United Way deductions shall be continuous from year to year until canceled in writing to the Treasurer's Office. Changes will be made by completing new option cards during the annual campaign period.
2. Salary reductions for annuities and Section 125 accounts shall be determined by dividing the yearly amount by the appropriate number of pay dates per employee.
3. Deductions for missed dues and service fees shall be recovered and collected within thirty (30) days of knowledge of the omission. The Association will be promptly notified in writing whenever the above occurs.
4. Amounts for credit union deductions, Association dues, TBS and agency fees shall be electronically transmitted by the next Columbus City Schools business day following the employee's pay date.
5. Amounts for annuities and flexible spending accounts shall be electronically transferred by the third Columbus City Schools business day following the employee's pay date when ACH transfer is available.
6. Bargaining unit members desiring to change from pay plan A to plan B or plan B to plan A must do so during the open change period of June 1 to the end of the first week of the next school year.
7. When an employee's bank account is debited by the Treasurer's Office, a credit with the corrected amount must be made at the same time (or manual check on pay date). Advance notification of these actions should be given to the employee as soon as possible.
8. Errors in sick leave and personal leave shall be reported to the Treasurer's Office on a form mutually agreed to by the Board and the Association. Every effort will be made for necessary corrections to be made in a timely fashion generally on the paycheck following the receipt of the report. The processing date of a payroll may cause this correction to be delayed until the following pay date. Whenever corrections are not made on the next paycheck, the Association will be promptly notified.
9. Every effort will be made to correct errors in deductions and entitlements by the following pay date that the error was reported. The processing date of a payroll may cause this correction to be delayed until the following pay date.

10. Tutors shall be paid biweekly after submitting to the payroll office a biweekly certification of hours actually worked. Tutors must submit an enrollment sheet to the office of special education on a monthly basis.
11. Printouts of information provided to the Association may be replaced, by mutual agreement, by electronic media.
12. Supplemental wages will be included in the regular paycheck. The federal tax deduction will be calculated according to method B for supplemental wages in the *IRS Circular E, Employer's Tax Guide*.
13. Current practice shall be followed for payment of supplemental duties that are not provided for in Article 905 of the current Agreement with the new biweekly pay plan.
14. Unused sick leave shall be cumulative without limit. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall be credited with one and one-half (1.5) days at the end of each month. The accruals will occur September through June.
15. The benefits provided in Article 806, 807, 808 and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month following the second pay date in which the new employee works. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the biweekly payroll and deduction schedule.
16. Payment for performance of extra duties listed in 905.01 shall be made in a single payment as soon as practicable following the completion of the performance of the extra duty. Payments shall be made on the sixth, thirteenth, fifteenth and twenty-first pay dates.
17. Government savings bonds deductions shall be provided by January 1, 1998.
18. Eligible tutors may elect the health benefits provided in Article 806 of this Agreement, the dental insurance coverage provided in Article 807 of this Agreement, and the vision insurance coverage provided in Article 808 of this Agreement. The Board shall pay a proportionate percent of the cost of such insurance, and the eligible tutor shall pay the balance of the premium by the payroll deductions schedule, based upon the number of hours for

which the particular tutor is scheduled per week, as follows: fifteen (15) to twenty-five (25) hours, the Board shall pay fifty (50) percent and the employee fifty (50) percent of the cost; more than twenty-five (25) hours, the Board shall pay seventy-two (72) percent and the employee shall pay twenty-eight (28) percent. Determination of eligibility and percentage contribution based on hours is set forth in Sections 1008.05–.06.

19. Election of the coverages must be made during the annual open enrollment period, not to end before November 30 for tutors. A tutor may not change coverages except during the annual enrollment period. If a tutor drops out of a program or misses his/her share of a premium payment to the Board's Treasurer, the tutor cannot re-enroll until the next annual enrollment period.
20. The joint Association/Board Payroll Committee that includes the Treasurer or his/her designee will meet as often as necessary to review and correct procedures with regard to the bi-weekly payroll system. The parties are committed to arriving at solutions, short of the grievance process, to any unanticipated problems that may arise from implementation of the biweekly payroll.

109.04 The Association shall be provided bulletin board space in the area of teacher mailboxes in each school for the posting of notices and other materials relating to Association activities. Such notices and other materials shall not include campaign materials or endorsements for candidates in local, state or national public elections. Such materials may be posted by teachers in teachers' lounges. The bulletin board space shall be identified with the name of the Association and Association faculty representative(s) who has the responsibility for maintaining the bulletin board.

109.05

A. During the term of this Agreement, principals, assistant principals, school clerks, secretaries and other office personnel shall not distribute nor post materials from any employee union or similar organization except to distribute mail which is addressed to employees by name or except where the employee is posting or distributing materials as a function of such employee's role in such an organization.
B. The Association shall be included on a regular school building mail route.

109.06 Representatives of the Association shall be permitted to transact Association business on school property at reasonable times with the approval of the principal,

without charges, provided that this shall not interfere with or interrupt normal school operations. Such approval shall not be arbitrarily or capriciously withheld.

109.07

A. The President and/or Vice President of the Association, upon request of the Association by June 1, shall be granted an unpaid leave of absence. Such leaves shall be granted for one (1) school year and shall be renewed upon request of the Association by June 1 of each year. The specific individuals on such leaves shall not be changed during the school year except as a result of a change in elected officers of the Association and with thirty (30) days notification to the Board. The President and Vice President shall be given full experience credit on the salary schedule for the period of such leave.
B. Upon request of the Association by June 1, up to ten (10) additional designees of the Association shall be granted unpaid leaves of absence. Such leaves shall be granted for one (1) school year and shall be renewed for one (1) school year upon request of the Association by June 1. The increase from six to 10 designees shall be effective in the 2001-2002 school year. Such designees shall not be changed during the school year.
C. The Association shall reimburse the Board for the cost of the teacher's and Board's contributions to the State Teachers Retirement System on behalf of each teacher on leave as provided in Paragraphs A and B above, which will include the cost for up to 55 additional days (for a total of up to 250 days in each school year) at the teacher's daily rate of pay based on the salary schedules in Article 902. The continuation of insurance benefits for such teachers shall be contingent upon timely monthly payment of the premium to the Board.

109.08 The Association faculty representatives and/or governors may request the principal's permission to use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use. Such permission shall not be arbitrarily or capriciously withheld.

109.09 Upon written request to the Board prior to September 30, the Association shall be provided a regularly scheduled period of fifteen (15) minutes of air time each week on WCBE Radio after 3:30 p.m. for educational programs and announcements (so long as the Board retains the license for WCBE).

109.10 The members of the Association's Board of Governors and/or the Association's faculty representa-

tives shall be permitted to work on Association business in their assigned school buildings until the arrival of their pupils each morning and immediately after their pupils' departure each afternoon provided such activities do not interfere with the regular school responsibilities of such governors and faculty representatives. In addition, members of the Association's Board of Governors and the Association's faculty representatives shall be permitted to leave their assigned school buildings after their pupils' departure in the afternoon in order to attend scheduled meetings of the Association provided such scheduled meetings do not interfere with the regular school responsibilities of such governors and faculty representatives. Governors and faculty representatives who leave their assigned school buildings after their pupils' departure in the afternoon shall advise the building administrator of the nature of their departure.

109.11 Representatives of the Board will not interfere with the faculty representative in scheduled hearings where the teacher is entitled to representation as provided in this Agreement. However, nothing in this provision is intended to limit, in any manner, the authority of the principal to give direction or to discipline the faculty representative except as provided in the scope of this article.

109.12 Board representatives will advise the Association President of the payroll deduction procedures which will be followed by the Board for contributions to Teachers for Better Schools (TBS), to the United Negro College Fund (UNCF) and/or to the Ohio Tuition Trust Authority (OTTA). Such procedures will include furnishing the names and addresses to the appropriate organization of teachers making such contributions to TBS and such procedures will be developed in consultation with the Association. The reasonable cost recovery realized by the Board shall not exceed two cents ($.02) per month per deduction for TBS.

109.13 The Association Senior Faculty Representative in each Columbus school will not be assigned duties during his/her duty period.

109.14 The Association will take the primary responsibility for the distribution, collection and filing of deduction forms or cards for charities named in this article.

Article 110
Grievance Procedure

110.01 During the course of this Agreement, problems may arise concerning the alleged violation, misinterpretation or misapplication of the provisions of this Agreement. When such problems arise, an attempt should be made to settle them informally by the teacher or teachers

involved and the immediate administrative supervisor. During the effort to settle such a problem at the informal level, the teacher or teachers involved shall advise the supervisor of the section or sections of the Agreement which relate to the problem. A problem which cannot be resolved informally will be processed as a grievance. The grievant(s) shall not be confined to the section(s) referred to in this section when a formal grievance is filed.

110.02 Each grievance shall be processed in the following manner:

Step 1.

A. Within ten (10) school days after the occurrence of the incident, which is the subject of the grievance, the teacher involved will reduce the grievance to writing, on a form provided by the Board and will present it to the building principal. Upon receipt, the principal will place a copy of the grievance in the Association faculty representative's school mailbox.

B. Within four (4) school days after the grievance is submitted, the building principal will discuss the grievance with the teacher involved and attempt to resolve it.

C. Within four (4) school days after this meeting, the principal shall notify the grievant of the decision in writing on the grievance form.

Step 2.

If the grievant is not satisfied with the decision concerning the grievance at Step 1, the teacher may, within four (4) school days of receipt of such decision, request the principal to forward the grievance to the Superintendent. Upon such requests being made, the principal will forward the grievance to the Superintendent within two (2) school days. The Superintendent shall schedule a hearing within ten (10) school days of receipt of the grievance, and shall notify the grievant and the Association of the time and place of such hearing. Within five (5) school days after such hearing, the Superintendent, or the Superintendent's designated representative at such hearing, shall notify the grievant of the decision in writing.

110.03 The failure of a grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given. Any of the time limits established in this grievance procedure may be waived by mutual agreement of the parties.

110.04 All grievance hearings shall be held outside of the normal teaching hours of the grievant or grievants involved so as not to interfere with their teaching

responsibilities. A representative of the Association shall have the right to be present and may, at the option of the grievant, represent the grievant at all steps of the grievance procedure and arbitration. A teacher shall not be represented or accompanied by a representative of any other employee organization at any grievance or arbitration hearing.

110.05 In the event there is a grievance which involves a number of teachers in one school, it may be submitted as a group grievance. The teachers involved in the grievance will be named on the grievance form.

110.06 The Association may file a grievance at Step 1 on behalf of an individual or on behalf of a group of teachers in one school, or it may file a group grievance at Step 2 on behalf of itself or on behalf of a group of teachers in more than one school.

110.07 As used above in this grievance procedure, the term "school day" shall mean a day when school is in session for students and teachers. If a grievance occurs in such a way that timelines would take the process beyond the end of the normal school year, or if a grievance arises during the summer break beyond the normal school year, the term "school day" shall mean a weekday (Monday through Friday) excluding legal holidays.

Article 111
Arbitration

111.01 If a grievance is not resolved to the satisfaction of the grievant at Step 2 of the grievance procedure above, the Association may make a written request for arbitration within thirty (30) calendar days after receipt of the decision of the Superintendent or his/her designated representative.

111.02 Within three (3) days after this written request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made jointly to the American Arbitration Association. An arbitrator shall be selected from the list submitted by alternately striking names from the list.

111.03 The arbitrator so selected shall be requested to hold a hearing on the earliest date available, and, unless such time is extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the hearing. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted.

111.04 The parties recognize that the Board of Education is

legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated, misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters or amends any terms of this Agreement or which is violative of the terms of this Agreement. The arbitrator shall not substitute his/her judgment for that of the Board, except in the following circumstances:

A. Where an issue to be determined by the arbitrator is an issue of fact;
B. Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

111.05 The decision of the arbitrator shall be submitted to the Board and to the Association and, subject to law and the foregoing stipulations of this Agreement, shall be final and binding in respect to the interpretation, meaning or application of any provision of this Agreement. Other recommendations of the arbitrator shall be advisory only and no judgment may be entered thereon.

111.06 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings shall be made. Each party shall pay for its own copy of such record, and the parties shall share equally the cost of the arbitrator's copy. The parties may mutually agree to forego a stenographic record.

Article 112
Agency Fee

112.01 All teachers who are not members of the Association shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Association to the Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

112.02

A. Agency fees shall be automatically deductible in twelve (12) equal installments beginning with the first pay date after January 15.
B. The prorated balance due shall be deducted from the final paycheck of a nonmember teacher resigning his/her position, receiving an unpaid leave of absence, leaving a bargaining unit position or terminating his/her employment after the opening of school.
C. The Association will compensate the Board in the amount of fifteen cents ($.15) per nonmember deducting teacher per year for the payroll deduction service to be deducted from the first deduction period each school year.
D. The Board will provide the Association with a single printout showing the nonmember teachers from whom such agency fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.

112.03 The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C) and all other applicable law of like subject matter.

112.04 The Association shall indemnify the Board, its members, and its administrative and supervisory employees, including but not limited to, the Treasurer (all hereinafter, "the indemnitees"), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to, legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnitees, or any of them, because of any legal action or administrative claim brought against them as a result of the provisions of this article. ❑

Chapter 200

Article 201
Academic Freedom

201.01 Teachers shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility, and shall not prohibit consultation and direction by Board representatives. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the teaching role and the teacher's school-related activities and relationships.

201.02 During the term of this Agreement, there shall be no general expansion of the citywide standardized testing program prior to discussion with representatives of the Association as provided in Article 108. This provision shall not restrict the Administration from modifying present tests, from substituting new tests for those tests presently being utilized so long as such substitution does not result in a significant increase in teacher duties related to test administration, from making minor additions to present tests, or from discontinuing a particular test and substituting a different test at that or another grade level so long as the new test does not result in a significant increase in teacher duties related to test administration. Teachers shall conduct testing and student assessment as required for the teacher's particular assignment.

201.03 In the event the school administrator changes a student's nine-week grade, the administrator will, as promptly as practical, notify the teacher who gave the original grade. In the event the school administrator changes a student's final grade, the administrator will initial and date such change and, as promptly as practical, notify the teacher who gave the original grade.

Article 202
Association Building Council (ABC)

202.01 Each school or CEA Association unit shall have an Association Building Council (ABC) to be organized during the first month of the school year, consisting of not less than five (5) teachers, which will meet with the principal and members of the staff at least once a month.

202.02 The Association Senior Faculty Representative shall be a member of the Association Building Council. Except as provided otherwise in this Agreement, two other members of the ABC shall be elected by secret ballot of the teachers at a general staff meeting and the remaining two members of the ABC shall be appointed by the principal. Schools having more than thirty (30) teachers shall, at the request of either the Senior Faculty

Representative or the principal, elect one (1) additional ABC member and appoint one (1) additional ABC member as provided above, for every additional twenty (20) teachers or fraction thereof. All members shall serve by consent. The term of office shall be one school year.

202.03 The Association Building Council shall be advisory only and is intended to assist the principal and the school staff in developing policies and programs for the school involved. The ABC shall assume the responsibility for being knowledgeable about matters in this Agreement which relate to its functions.

202.04 The ABC shall elect a chairperson at its first meeting each year. The ABC chairperson shall prepare an agenda prior to each subsequent meeting, after consultation with the principal. The ABC chairperson shall record the business of each meeting and shall make a written report of such business to the teachers. It shall be the responsibility of the principal, utilizing the office staff, to provide each teacher with a copy of the agenda no later than two (2) days after receiving it from the ABC chairperson and a copy of the ABC chairperson's report no later than five (5) days after receiving it from the chairperson. The length of the ABC chairperson's report is to be no more than five (5) single-spaced typewritten pages unless a larger report is deemed necessary by the ABC chairperson and the principal.

202.05 Each professional staff member shall have the right to have matters placed on the ABC agenda and shall have the right to speak to the ABC on an item which the staff member has initiated unless a majority of the ABC shall vote to limit the discussion. The ABC's meetings shall be open to all teachers in the building, except that a majority of the ABC may declare executive session.

Article 203
Election of Department Chairpersons

Prior to June 1 of each school year, the teachers in each of the six (6) designated departments in each regular high school and the Alternative High Schools may meet and elect one or more consenting candidates as nominees for the position of department chairperson in each of their respective departments. In such an event, the names of the elected nominees shall be submitted to the building principal. The building principal shall include consideration of all such nominees, if any, in the final selection of teachers to serve as department chairpersons for the following school year. The selection shall normally be made by the close of the school year and the selection announced to the department members by such date. The basis for the selection of department chairpersons by the principal shall not be arbitrary or capricious.

Article 204
Length of School Day

204.01 Elementary school teachers shall normally be on duty thirty (30) minutes before classes begin, and middle and high school teachers shall normally be on duty fifteen (15) minutes before classes begin. Teachers shall normally remain on duty until they have completed their professional duties, but in no event shall they leave the school prior to fifteen (15) minutes after the close of the scheduled student school day. It is understood that when split sessions are in operation, teachers will leave the schools after their students as soon as possible after 6 p.m.

204.02 The length of the student school day for all elementary schools shall normally be five and one-half (5½) hours per day, excluding the lunch period.

204.03 The length of the student school day for all middle and high schools shall normally be seven (7) hours per day, including one (1) class period for lunch. Middle and high schools shall normally be in session from 8:30 a.m. until 3:30 p.m.

204.04 Except as provided elsewhere in this Agreement, the regular work day for all full-time teachers is to be seven and one-half (7½) hours. Such seven and one-half (7½) hours shall include a duty-free lunch period and planning-preparation time. Teachers may contract individually with the Board for extra-duty assignments that may extend beyond the seven and one-half (7½) hour day. Full-time hourly-rated teachers and those members of the bargaining unit not assigned to a regular school staff shall have a regular workday not to exceed eight (8) hours. In no event shall a teacher's workday begin before 7 a.m. or end after 6 p.m. except as specifically provided elsewhere in this Agreement, unless the teacher so elects from time to time, or unless the teacher elected employment for, or chose assignment to, a position with a posted work day beginning before 7 a.m. or ending after 6 p.m. Kindergarten teachers employed on a half-time contract shall have their responsibilities as established in this article reduced as nearly as practical by fifty (50) percent, recognizing that the student day in a.m. kindergarten classes in many elementary schools has a duration of three (3) hours.

204.05 In schools that vary their schedules from the normal teacher work day of 8:15 a.m. to 3:45 p.m. or from the normal student day of 8:45 a.m. to 3:30 p.m. in elementary schools and 8:30 a.m. to 3:30 p.m. in middle and high schools, teachers shall be provided lunch periods, conference periods, and other released-time periods stipulated by this Agreement for various assignments approx-

imately equal in minutes per week to those periods provided teachers in schools on normal schedules. Nothing in this provision shall prohibit the Board from developing innovative programs and schedules in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher's regular contract year. Prior to any such secret ballot vote, the Association Building Council shall study the proposed innovative programs and schedules and shall make recommendations to the staff.

204.06

A. The lunch schedule for each elementary school shall be developed (if possible) by agreement between the principal and the Association Building Council. Absent an agreement, the final determination shall be made by the principal.

B. No teacher shall be deprived of at least a thirty (30) minute uninterrupted, duty-free lunch period.

C. Notwithstanding Paragraph B above, the thirty (30) minute duty-free lunch period may be interrupted if the Administration determines that it is feasible, and an elementary school staff, by majority in a secret ballot vote, elect a forty-five (45) minute lunch period. Such forty-five (45) minute lunch period shall remain in effect for the remainder of the school year and shall continue the following school year unless the Administration determines such continuation is not feasible or the staff elects not to continue the forty-five (45) minute lunch period the following school year.

204.07 It is understood by the parties that during the term of this Agreement, elementary school schedules may be adjusted in order to accommodate transportation needs provided the normal pupil day shall not begin before 8:30 a.m. nor later than 9:00 a.m. In addition, the normal teacher work day, as provided in Section 204.04 and the normal length of the school day, as provided in Section 204.02 shall not be exceeded.

204.08 In the event a court-ordered pupil reassignment plan is implemented, the starting times for schools will be staggered as needed by the Office of Management Services in order to provide for the efficient utilization of buses. It is expected that schools may begin operation as early as 7:30 a.m. or as late as 9:30 a.m. The lunch schedule for elementary schools may vary between 45 minutes and 1 hour and 15 minutes and may be modified by the Office of Management Services. Such modification by

the Office of Management Services shall only be made on a school-by-school basis where the need exists to accommodate bus schedules. No teacher shall be deprived of at least a thirty (30) minute uninterrupted duty-free lunch period. The thirty (30) minutes before classes and fifteen (15) minutes after classes provided in Article 204.01 will normally be changed to forty-five (45) minutes before classes and fifteen (15) minutes after classes in elementary schools with a one-hour lunch period established as a result of this provision.

Article 205
Building Staff Meetings

205.01 All teachers assigned to a school building will be required to attend two (2) regular building-level staff/in-service meetings per month if called by the principal of that school. In-service meetings tied to the early release of students shall not count as one (1) of these two (2) meetings. In-service meetings will include topics related to multicultural education. Except in the case of emergency, or as provided below, such required staff/in-service meetings will not extend beyond forty-five (45) minutes after the teacher's scheduled workday.

205.02 In addition to the regular building-level staff/in-service meetings, the principal, in consultation with the Association Building Council, may schedule two (2) forty-five (45) minute building level staff meetings per month and/or extend one (1) required building level staff/in-service meeting per month a maximum of thirty (30) minutes beyond the limitations in 205.01 above for purposes of staff development. Attendance at such additional meetings or extension will be voluntary unless a majority of the staff has voted by secret ballot to require attendance at a particular meeting. In the case of such meeting, at which attendance is required, the Association Building Council shall assist the principal in developing the program and agenda.

205.03 Announcements concerning Association activities may be made by the Association's faculty representative at the conclusion of staff meetings.

205.04 Regular building level staff/in-service meetings will normally be scheduled on Mondays. If, due to unusual circumstances, there is a need to hold a meeting on a different day, the staff will be advised as far in advance as is practical and reasonable. Except in the case of emergency, the principal shall not schedule building level staff/in-service meetings in the afternoon of the first Thursday of each month during the regular school year.

205.05 The principal shall designate one full day at the beginning of the school year as being for the teacher's own professional utilization at his/her assigned building.

205.06 Notwithstanding Sections 205.01 and 205.04 above, citywide program teachers who are assigned to school buildings may be required to attend one (1) city-wide program after-school staff/in-service meeting on a pupil attendance day during the school year. Announcement of this meeting shall clearly state that attendance is mandatory. This meeting shall not exceed one and one-half (1 ½) hours in length.

205.07 The parties agree that, in the event the Board determines to pilot a longer school year and/or longer school day during the term of this contract, the parties will bargain this issue in good faith recognizing that time is of the essence. Such pilot programs will not be implemented without agreement of the Association.

Article 206
Teaching Environment and New Buildings

206.01 Copying machine(s) (or technologically more advanced equipment) and computers shall be made available in the teachers' workspace, classrooms and/or teachers' lounges. The number of copiers and their capacity shall be equitably distributed among school buildings consistent with funds appropriated and budgeted for such purpose. Copiers shall be maintained and repaired as soon as possible. The district shall continue to implement secure, advanced technology for teacher access to enter school and student information.

206.02 Each classroom shall have sufficient chalkboard/whiteboard and bulletin board space to complement the teacher's instruction.

206.03 Teachers shall be permitted to have coffee-making devices and coffee and soft drink vending machines in the teachers' lounges as space permits. Teachers shall be permitted to have efficiency-type ranges, microwave ovens and refrigerators in teachers' lounges as space and the availability of utilities permit. All such devices and equipment shall be maintained by the faculty. Teachers shall not be required to perform the custodial duties in the staff lounge and shall not be required to prepare food, clean tables or perform other significant custodial chores in connection with the lunch programs. Teachers who use the staff lounge or use the appliances in the staff lounge may be required to share in the cleaning of the appliances, to keep their personal property cleaned and stored and to leave their eating area in a clean and orderly condition. The expenditure of any profits realized from the above-mentioned vending machines shall be in accordance with guidelines established by the principal in consultation with the Association Building Council where the development of such guidelines are requested by the Association Building Council.

206.04 Classroom interruptions by the public address system shall be permitted only in the case of an emergency. Regular announcements shall be made only at the beginning and the close of the school day. Other classroom interruptions for administrative or other purposes shall be held to a minimum.

206.05 The parties agree that consistent with Board appropriations, building budgets and the district facilities plan(s), all school buildings should be provided with adequate resources and equipment in a safe infrastructure, with reasonable attention to lighting and snow and ice removal in school parking lots. The Board shall make reasonable efforts, taking into account timing, transportation, cost and other relevant considerations, to address lack of power, heat or water in a building in a manner that is safe and promotes the well being of students and teachers. Complaints about alleged non-compliance with EPA or OSHA regulations are subject only to the administrative complaint procedures at the appropriate local, state and federal agencies.

206.06 Not less than one room appropriately furnished and vented shall be reserved as a faculty lounge with workspace unless workspace is provided in another room.

206.07 Where an extension telephone for the use of the professional staff is not presently available in a school building, one shall be installed upon request of the Association Building Council. The location of the extension telephone shall be determined by the principal. Such telephones may not be locked during the normal school day or teachers otherwise unreasonably inconvenienced in their use.

206.08 The Board recognizes that clerical responsibilities detract from the effectiveness of the classroom teachers; therefore, a continued effort shall be made, with this Agreement, to avoid substantive increases in such clerical work. However, the parties recognize that, in the event reductions in school personnel are necessary, such reductions may adversely impact the Board's effort.

206.09 The following shall be provided in each school built or substantively remodeled as a result of the passage of the November 2002 bond issue:

A. A lunch area for teachers separate from that of pupils;
B. Adequate storage facilities in which teachers may store instructional supplies;
C. A workroom available for use of teachers containing the equipment and supplies necessary for the preparation of instructional materials.

206.10 The expenditure of any profits received from fundraising projects for a school's General Fund in which teachers were directly involved may be considered by the

Association Building Council with appropriate recommendations to the principal.

206.11 Upon request, any teacher shall be advised in a reasonably prompt manner of the status of the various school fund accounts.

206.12 It shall be the responsibility of the building principal to see that the Board of Education's adopted expulsion, suspension and removal regulations are prominently posted in each respective building. This section is not subject to the grievance procedure.

206.13 Elementary classroom teachers required to permanently change classrooms on or after the workday prior to the first student attendance day during a school year, shall be provided one (1) school day without pupils to accomplish such move.

206.14 New and renovated elementary buildings will be designed with rooms for art and music classes. The Board shall make reasonable efforts to designate specific rooms for both art and music in elementary buildings for the particular school year and physical facility.

Article 207
Guidelines for Classroom Visitations and Teacher Conferences

The Association and the Board wholeheartedly support parent and community involvement in schools and encourage members of the community to visit the schools and confer with teachers. However, because of the potential interruption and disruption of children's education posed by uncontrolled classroom visitations and conferences, the Board hereby adopts as its policy the following guidelines for public or parental visitations in classrooms in order to minimize disruption of the educational process.

A. All visitors must check in at the office upon entering the school.

B. The visitor shall be escorted to the classroom unless the teacher is expecting the visitor and directions to the visitor will be sufficient. In the latter case, the teacher should be advised by the office so the teacher will know the office is aware of the visitor's presence.

C. Where practical, visitations should be by prior arrangement with the teacher. Visitors should inform the teacher of the general purpose of the classroom visitation or conference in advance.

D. Teachers shall have the right to reschedule a visitor when prior arrangements have not been made.

E. Where practical, the visitor and teacher should arrange a conference to discuss a classroom visitation.

F. No electronic devices will be used to make any record of the visit or conference except by agreement of the teacher.

G. Every effort will be made to minimize the amount of disruption caused by such visits. In the event a problem develops in a given school with regard to application of the guidelines provided in this article, an effort shall first be made by the teachers involved to resolve the problem directly with the principal before the filing of a grievance.

H. The parties agree and acknowledge being responsive to parental requests for information or a conference is a high priority. If a parent is present at a building and is not being disruptive, the teacher shall make every effort to attend and participate in a conference with the parent if the principal or designee so arranges. If reasonably possible, the conference shall occur outside the student instructional day.

Article 208
Classroom Atmosphere

208.01 The Administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the teachers and Administration to provide an atmosphere within the classroom and within the school building that is conducive to learning. Administrators are to administer the discipline policy for their school or program and are to provide appropriate administrative support to teachers that is legal and consistent with Board policy (currently including the *Guide to Positive Student Behavior*). Teachers and administrators are to abide by such specific Board adopted disciplinary policy as may now be in existence or may be replaced or modified.

208.02 Teachers shall not administer corporal punishment. Nothing in this Agreement is intended to abridge the rights of teachers provided in Section 3319.41(G) of the Ohio Revised Code.

208.03 The principal, in consultation with his/her Association Building Council, will establish procedures for the administration of all forms of discipline within the school. Such will include procedures related to suspension and recommendation for expulsion. Written building discipline plans shall be in place at the beginning of the school year. Failure of a principal to establish a building discipline plan by the first day of student attendance is grievable at Step 2 of the grievance procedure. In the event the principal is newly appointed, transferred or assigned, such failure must first be brought to his/her attention in writing at least ten (10) calendar days before the grievance is filed in order for the principal to develop or finalize a building plan. Nothing in this paragraph shall be interpreted as a restriction on the

right of the Board or Superintendent to establish future policy or guidelines related to disciplinary procedures, provided such right is exercised without specific violation of this Agreement or law.

208.04 The removal of a student from a curricular or extracurricular activity by a teacher shall be processed according to the provisions set forth in Section 3313.66 of the Ohio Revised Code. A teacher removing a student according to this provision shall communicate such action on a mutually developed form.

208.05 Teachers shall be given released time as required for appearances at administrative hearings and court proceedings arising out of their professional activities, upon as much advance notice as possible to the supervisor or principal.

208.06 When a pupil is initially assigned to a class as a result of a central office decision to change the building assignment of a pupil for disciplinary reasons, teachers who will be regularly assigned to instruct such pupil shall be so advised.

208.07 If a student inflicts bodily injury on a teacher, the student, after required due process, will be expelled and may, if proper circumstances exist, be permanently excluded from school under Section 3313.662 of the Ohio Revised Code, except as provided in federal and state special education laws. However, expulsion is not required in cases of incidental or accidental physical contact. "Bodily injury" for the purposes of this section means physical injury requiring treatment by a medical doctor for a broken bone or sprain, laceration with stitches or other serious bodily injury. The teacher must promptly report his/her injuries in writing to the Office of Human Resources, if possible, and upon request release his/her medical records of the injury(ies) to that office. Nothing in this article alters the rights of the Administration, Board of Education, parents or guardians under federal or state law.

208.08 If a teacher initiates student discipline which results in a legally required hearing, the teacher shall be sent a copy of all written notices sent to the student's parent or guardian with respect to the hearing and appeal process.

208.09 Generally, students will not be transferred to a different building more than once in a school year for disciplinary reasons. Exceptions are unusual circumstances, such as threat of personal injury or damage to a person; or physical injury to a person, as a result of an assault or battery; or where the best interests of the pupil and schools compel a transfer in unusual circumstances. Completion of an assignment to the I-PASS Center is not considered a transfer to a different building.

208.10 Each principal shall keep a copy of the 190– Corrective Measures Forms that he/she deems to involve Level 3 behaviors separate from other 190 forms. Upon request, such copies shall be made available in a timely manner for the Senior Faculty Representative for review.

208.11 The parties have studied and agree to recommend implementation of an alternative educational program for chronically disruptive students. This program will be refined and finalized by further joint review, including consideration of alternatives including, but not limited to, possible creation of a community school, and be implemented no later than the beginning of 2006-07 school year, or earlier when feasible.

Article 209
Co-Curricular Activities and Extra Duties

209.01 Assignment of teachers to sponsorship of school organizations where such sponsorship extends beyond the teachers' regular school day and assignment of teachers to the extra duties specified in Section 905.01 of this Agreement will be with the consent of the teacher.

209.02 In the event volunteers cannot be secured for the necessary supervision of school events which take place outside the teachers' regular work day, teachers may be assigned to supervise at such activities by the school principal, provided such teachers shall be notified of the assignment two (2) weeks in advance where possible. These assignments will be rotated equally among the entire teaching staff of the school so that no teacher will be required to supervise more than five (5) such activities per school year. Such required supervisory assignments shall not extend more than three (3) hours in length or the length of a normal school-related evening activity.

209.03 Teachers may voluntarily use their personal automobiles for the purpose of transporting students on field trips, transporting athletic teams or other business of the Columbus City Schools, but may not be required to do so.

209.04 When any member of the bargaining unit is absent for a full school day and no substitute is available, the assignment shall, in elementary schools, be divided, and in middle and high schools, rotated among the teaching staff at the school involved. In the event no substitute is available:

A. Elementary teachers who are assigned students from the absent teacher's class shall be compensated at the rate of six times three-quarters of the supplemental hourly rate [6 x (¾) x supplemental hourly rate] per day divided equally among the teachers receiving the students.

B. Middle school and high school teachers who are

assigned during their conference periods to cover the assignment of the absent teacher shall be paid at the rate of three-quarters (3/4) of the supplemental hourly rate for each forty-five (45) minute period.

In the event a self-contained middle school assignment is divided among teachers of other self-contained classes, compensation shall be in accordance with Section 209.04(A) above.

In cases of a sudden illness or an emergency which requires a teacher to leave after the work day has started and said teacher is charged sick leave as defined in Article 701 of this Agreement, teachers receiving the students shall be compensated as in (A) or (B) above, except that the six (6) in the formula in (A) above will be reduced to the number of hours such students were divided during the day.

209.05 Except in an emergency, the Board shall provide a substitute teacher for the classes of a teacher out of school for a full school day in order to attend approved functions such as athletic events, tournaments, club activities, Association leave and other professional leave.

209.06 Nothing in these provisions shall prohibit members from voluntarily assisting each other or from temporarily rearranging assignments for purposes of team teaching or other professional activity with the approval of the school principal.

209.07 No teacher shall be required to join any organization, participate in the activities of any organization or contribute to or support any charity. Nothing in this provision is intended to relieve teachers of their required participation in an annual open house and/or an annual parent grade-level meeting where scheduled, provided such required participation shall be counted towards the number of supervisory activities that may be required in Section 209.02 above.

209.08 Teachers shall not be required to sell or process school pictures, tickets of any kind, candy, insurance or other like items if school aides or volunteers are available to perform these functions.

209.09 During the term of this Agreement, a minimum of one half-time instructional assistant shall be provided for each school for the purpose of reducing the amount of duties teachers are required to perform in the supervision of study halls, school yards, lunchrooms and school halls.

209.10 Teachers shall not be required to perform the duties of school treasurer.

209.11 No elementary teacher shall be required to conduct more than two (2) textbook and two (2) equipment inventories annually.

209.12 Members of the bargaining unit who are required by

their assignment to travel on their lunch period shall not be asked to assume extra duties during their lunch period.

Article 210
Teacher-Parent Conferences and Reports to Parents

210.01 Each elementary classroom teacher and middle school "self-contained" classroom teacher (self-contained is not intended to suggest a middle school with full-day self-contained classrooms) shall attempt to conduct a minimum of two (2) personal conferences per school year with each of his/her pupil's parents. Elementary and middle schools shall utilize the two (2) designated school calendar days in connection with such conferences. Other middle school teachers (those teachers who do not have "self-contained" classrooms) may hold small group parent conferences in lieu of individual conferences; however, an attempt shall be made by such teachers to have personal conferences where a need exists.

210.02 If a high school pupil or a middle school pupil in an academic course has been given a failing grade in a teacher's subject area during any grading period and/or the pupil has been designated as a disciplinary problem by a teacher, the teacher involved shall make a concerted effort to conduct at least one (1) personal conference with the pupil's parents during the current grading period or the following interim reporting period. In addition, all middle and high school teachers are encouraged to conduct further personal conferences during the school year, as possible, with the parents of the other pupils in their teaching area. Such conferences with parents shall be conducted during the school day, at school, or in the home, and shall be reported to the principal on a form mutually approved by the Board and the Association.

210.03 The grade reporting system shall be based on four (4) grading periods per school year, with each grading period covering approximately nine (9) weeks. Reports to parents under the nine-week grade report system shall also include certain interim progress reports (outlined below) to be issued approximately in the middle of the grading periods. During the first two grading periods, elementary teachers shall complete such interim progress reports for each student. During the first grading period of each course, middle and high school teachers shall complete such interim progress reports for each student. Thereafter, interim progress reports shall be required for elementary students and for middle and high school students for one or more of the following reasons:

A. Unsatisfactory academic performance
B. Discipline problems

C. Irregular attendance

Elementary and middle school teachers may utilize conferences occurring on the parent conference day provided in Section 210.01 in place of required interim reports during such grading periods.

210.04 The form(s), procedures, and timelines used for interim progress reports to parents shall be primarily the same ones used during the 1991-92 school year unless modified by mutual agreement of the parties. Minor adjustments to the software that produce non-substantive changes are not considered modifications.

210.05 Pursuant to implementation of a uniform elementary grade card format, the District will phase in implementation of a secure electronic advanced technology for teacher access to enter school and elementary student information between the 2005-06 and 2007-08 school years.

210.06 *Principles for elementary grade card computer entry*

A. The computer system should be accessible at all times except for routine maintenance and/or scheduled outages.

B. Teachers should be able to access the system for personal convenience via their personal computers through a net browser. The District shall strive to achieve these goals through education, technology and other means. If the elementary grade card system is generally unavailable for eight (8) or more consecutive hours between the hours of 6 a.m. and midnight or three and one-half (3½) or more consecutive hours during the elementary work day due to system failure during the work week after the end of the grading period, teachers will have an extra work day for the deadline to complete report cards. The District is not responsible for teachers' personal computers or their operation.

Article 211
Assignments and Transfers

211.01 ***Posting and Filling Vacancies***

A. All known teacher vacancies for the following school year shall be posted by the first teacher workday in April. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs of the following year. Such postings shall describe the vacant position, including special factors. Examples of such factors are: special knowledge, skills or training, and extra duties. The posting shall include the deadline and directions for making application. They shall be posted in each school during the school year, and in each high school summer school center during the summer recess.

Supplemental postings shall be made as needed.

B. Teachers desiring to be considered for such vacancies shall apply by the timely submitting of a cover letter, copy of current certification for the position, and resume. Such application(s) shall be made to the appropriate administrator describing relevant information about their qualifications for the known vacancy for which they wish to interview. Applicants who are not yet certified/licensed in Ohio shall provide written information about their intended certification.

C. Teachers whose applications are to be submitted to the Human Resources Department, will be notified by the Human Resources Department, of the receipt of their applications.

D. Vacancies will be filled utilizing the interview/selection process. The interview/selection panel in a building will consist of the principal, the Senior Faculty Representative, one elected member of the Association Building Council, and two parents/members of the school community, or an alternative panel as agreed at the building between the principal and Association. The administrator shall determine which applicant is selected for the position. If his or her selection does not follow the panel's recommendation, the administrator shall send written notice of the selection to members of the interview panel and to the Association President. The interview/selection panel can utilize subcommittees or delegate any of its responsibilities.

1. Only persons who have completed the joint program training on Article 211 and interviewing may participate on an interview/selection panel. Such training shall remain valid until the parties jointly make significant changes in the Article 211 process.
2. A majority of the interview/selection panel of a building must participate in the interview/selection process. Members of the panel must make themselves reasonably available to participate in the process.
3. The two most senior applicants qualified by certification/licensure for the posted position shall be interviewed. The panel may rely on the seniority dates specified on the applications from applicants.

E. In the case of assignments to multiple buildings and/or city-wide programs, a similarly constituted interview/ selection panel shall be created. A position involving multiple building assignments shall not be treated as a vacancy because of a change in building

assignment(s) unless over one-half of the total assignment is changed.

F. An applicant who accepts an offer to fill a vacancy must complete and sign a selection agreement form.

G. An applicant who accepts an offer to fill a vacancy is committed to the building or program assignment for three (3) years unless released.

H. A joint committee, co-chaired by the Executive Director for Human Resources and the President of CEA or their designees, shall be appointed to improve the efficiency of and streamline the procedures for the selection process described in 211.01 (D). The joint committee shall implement any procedural changes on which agreement is reached by December 2004.

I. *Complaint Review Procedure*

1. If a teacher, CEA or the Administration has a complaint about how the procedures of Sections 211.01 are carried out, the person or entity must file a written complaint within ten (10) calendar days of the occurrence. The complaint must be served promptly on the Administration (Labor Relations) and on CEA and must set forth a specific description of the complaint and the facts surrounding the process to which the complaint is addressed. Complaints must relate directly to an alleged violation of the process contained in Section 211.01, not to the merits of the staff member selected. The complaining person shall have the burden of proving a violation(s).
2. A representative of the CEA and of Labor Relations shall meet promptly, review the complaint and decide whether the complaint moves to a neutral conciliator.
3. Within thirty (30) calendar days of such decision, a hearing will be held before a neutral conciliator agreed upon by the CEA and Board. The conciliator will hold an informal hearing at which the CEA and the Administration may introduce evidence and documents, cross-examine witnesses and make arguments. Based on what he/she has heard and seen at the hearing, the conciliator will issue a decision within ten (10) calendar days. He/she will determine whether there has been a violation of Section 211.01 and what the remedy will be. The cost of the conciliator will be borne equally by the CEA and the Board. The conciliator's decision will have the force and effect of a final and binding arbitration award. No grievance alleging a violation of Section 211.01 may be filed, separate from this Complaint Review Procedure.
4. If a final selection of a candidate to fill the vacancy in question has been made, the conciliator has no authority to change or overturn the selection.

211.02 ***Involuntary Transfers***

Transfers will be on a voluntary basis, whenever possible. However, correct and proper operation of the school district will necessarily require that involuntary transfers be made. In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. If the teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal and Executive Director of Human Resources, or his/her designated representative from the Human Resources Department, concerning the basis for this transfer. The teacher involved may be accompanied by an Association representative of his/her choice at such conference. After the date the above conference has been made available by the Human Resources Department, teachers shall be given a minimum of two (2) school days' notice before receiving students in their new assignment if the transfer is to be carried out. Teachers transferred involuntarily during the school year, after students have initially reported, shall be provided two (2) school days without pupils to work in the school they are leaving and to work in their newly-assigned school in preparation for their new teaching duties. At least one of the two such days shall be in the newly-assigned school.

211.03 ***Staff Reductions***

A. Staff reduction transfers which occur because of declining enrollment or because of other personnel reductions at a given school or in a given program shall be based on seniority as provided herein. Seniority shall be measured from the first day of paid status resulting from the most recent employment by the Board as a member of the Association bargaining unit. In case of a tie, the date of Board action to employ shall determine seniority. Except as provided elsewhere, the staff member(s) to be transferred shall be the least senior teacher(s) within the given elementary school's grade level category to be reduced or within the given middle or high school's teaching area to be reduced.

B. Grade level categories in an elementary school shall be kindergarten and grades 1 through 5. Identification of staff reduction teachers shall be based upon grade level assignment prior to reorganization for the

following school year.

C. The staffing level in each teaching area shall be based upon organizational needs in the given school for the following school year. Identification of staff reduction teachers in middle and high schools shall be based upon the teaching area assignment prior to reorganization for the following school year. Seniority shall be the basic criterion for identification of staff reduction teachers within each teaching area. However, the parties recognize that important organizational and staffing needs in a given middle or high school and the complexities created by and the need to utilize multipli-certificated teachers will not constructively permit a rigid adherence to the basic seniority concept. In the event seniority is not followed in the identification of the staff reduction teacher in a given middle or high school, the teacher being transferred shall, upon request, receive written explanation of the major specific considerations leading to such a decision.

D. In all cases where a staff reduction will occur, a more senior teacher in the grade level category or the teaching area may elect to volunteer for the staff reduction status.

E. A teacher shall not be designated for staff reduction transfer if such teacher's transfer would result in a racial balance less than the minimum racial balance practiced in the school system during recent years.

F. The parties agree that the assignment of staff in middle and high schools in a manner which provides a range of staff skills and interests needed for the various extra-duty assignments is an important responsibility of the Administration. In the event, in a given middle or high school, no teacher on the staff is interested in and qualified to perform the duties and functions of a given extra-duty assignment, then a teacher on the staff may be transferred on a staff reduction basis. Seniority shall be the basic criterion for identification of the staff reduction teacher. In the event seniority is not rigidly followed in the identification of the staff reduction teacher, the teacher being transferred shall, upon request, receive written explanation of the major specific considerations leading to such a decision.

G. Beginning with and during the term of this Agreement, in the event the Administration determines that staff reduction is necessary in the city-wide programs listed below, and as further delineated in a September 1, 1983, memo (amended June 3, 1992) from the Office of Labor Relations to the Association, teachers who are staff reduced and continue on paid status shall have reassignment rights to such city-wide

programs for thirty-six (36) months. Reassignment shall be on the basis of seniority as measured from the most recent date of employment by the Board as a member of the Association bargaining unit without regard for unpaid leaves since such date.

Elementary Field Librarians
Elementary School Counselors
School Social Workers
Professional Specialists
Special Education Teachers (per same program listing as Special Education Coordinators)
Special Education Consultants
Work Study Coordinators
School Nurses
Staff Development/Human Relations
Psychologists
Occupational Therapists
Physical Therapists
Student Safety Specialists

211.04 ***Job Fair***

Any positions remaining vacant after August 15 will be staffed with unassigned personnel. One or more job fairs may be held before the start of the school year. Persons may bid for vacancies on the basis of certification and seniority. The Human Resources Department shall make the final assignment decisions. Vacancies filled through job fair(s) and assignment shall be considered filled for two school years. At the end of the second school year those teachers shall be considered staff reduced.

211.05 ***Miscellaneous***

A. Vacancies that occur on or after the first day of student attendance during the first semester of the school year shall be filled with contract teachers. Vacancies that occur during the second semester may be filled with substitute teachers.

B. Teachers may express their preferences related to their teaching assignment for the following school year at their assigned building by submitting such preferences in writing to the building principal prior to February 1.

C. Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year not later than the close of the current school year. Such notification shall include the teacher's proposed salary, school assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible.

D. Teachers shall not be involuntarily assigned outside the scope of their teaching certificates/licenses or their

major or minor field of certification/licensure, except in an emergency situation. Such emergency assignment shall not continue beyond the remainder of the contract year.

E. Involuntary transfers resulting from the evaluation process will be made in compliance with Section 211.02 above.

F. Any position filled by a procedure other than the interview/selection process shall be posted as a vacancy on the first teacher workday the following April 1.

G. A six-member joint Association/Board committee shall be appointed to oversee implementation of Article 211. The joint committee may consider delaying the interview/selection process for teachers in multiple buildings or in city-wide positions, in whole or in part, until 1999.

211.06 ***Inter-School Travel***

In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel.

Article 212
Residence

During the term of this Agreement, the Board will not adopt a policy requiring teachers who are members of the bargaining unit at the time of ratification of this Agreement to reside within the Columbus City School District.

Article 213
Job Sharing

213.01 Teachers may be granted job sharing opportunities annually subject to approval of the building principal, Superintendent/designee and the Board. The salary and Board cost for insurance fringe benefits (Articles 806, 807, 808 and 809) will be prorated for job sharers based on their share of 1.0 FTE, effective with the 2010–11 school year.

213.02 A joint committee of two (2) persons appointed by the President of the Association and two (2) persons appointed by the Superintendent will review and modify, if appropriate, the existing guidelines for a Memorandum of Agreement, which shall be implemented when signed by the President of the Association and the Superintendent.

213.03 Job share agreements approved in writing by the teacher(s), principal(s) and Superintendent/designee shall be recommended to the Board of Education for consideration. Approved job share agreements can be altered by mutual written agreement of the parties (job share teachers, principal(s) and Superintendent/ designee). ❑

Chapter 300

Article 301
Class Size

301.01 Classes shall be organized and maintained in com pliance with the Administrative Policy on Class Size and the class size limitations provided in such policy dated August 31, 1992, or as modified in compliance with the provisions included in such policy as shown below:

Administrative Policy on Class Size
Effective August 1, 1997

The following shall constitute the Administrative Policy on Class Size of the Columbus City Schools:

1. All school and grade level regular elementary classes (kindergarten and grades 1–5) will be organized in each school building on the basis of approximately 25 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 30 pupils on October 1 will be reduced so that no class will exceed 30 pupils except that if the teacher(s) involved so elect and the principal so elects, a given class(es) may exceed 30 pupils as an alternative to reorganization of the classes within the given school (29 pupils rather than 30 pupils beginning in 1998–1999 for grades K–3). For class size purposes, mainstreamed special education students shall be counted the same as the percent of the pupil day they spend in a regular classroom.
2. All middle school academic classes will be organized in each school building on the basis of approximately 30 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 35 pupils on October 1 and class loads which exceed an average of 30 pupils per academic period for an individual teacher on October 1 will be reduced so that no class will exceed such maximums, except that if the teacher(s) involved so elect and the principal so elects, a given class or a given teacher's class load may exceed such maximums as an alternative to reorganization of the classes within the given school. For class size purposes in self-contained classes, mainstreamed special education students shall be counted the same as the percent of the pupil day they spend in a regular classroom.
3. All high school academic classes will be organized in each school building so as to have an average class size in each departmental area of approximately 28 pupils per class. Classes which exceed 36 pupils on October 1 will be reduced so that no class will exceed 36 pupils, except that if the teacher(s) involved so elect and the

principal so elects, a given class(es) may exceed 36 pupils as an alternative to reorganization of the classes within the given school.

4. All middle and high school nonacademic classes will be organized in each school building so as to have a class size not in excess of the number of pupil stations in each subject area.
5. Except in certain activity type classes such as computer, physical education and music, no high school teacher is to instruct more than 180 pupils per day exclusive of study halls. The reorganization necessary to comply with this standard will be completed by October 1.
6. When a class exceeds the above limits after October 1, the Administration will investigate the specific circumstances and determine the most constructive course of action to reduce, where feasible, the number of pupils to the October 1 class size limits. The investigation will include consideration of enrollment and organizational factors at the building level and will provide for input from the principal and the teacher(s). In cases where a reduction to the October 1 class size limit does not occur, a written explanation will be provided to the teacher upon request.
7. The Administration shall notify the Association at least sixty (60) days prior to any change in this administrative policy, except that such notification shall not occur prior to April 15 of the year in which the Agreement expires. If such notification is made while negotiations for a successor agreement is in progress, the Association may introduce a class size proposal for negotiations even though a negotiations agenda may have been set, unless the issue class size is already on said agenda.

301.02 The maintenance of equitable class size is a matter of proper concern to the teachers, and to the extent that class sizes create substantial inequities in staffing in relation to comparable courses in the same school, such substantial inequities shall be subject to the grievance procedure.

301.03 The Association Building Council shall study and make recommendations to the principal in each middle and high school concerning the number of pupil stations in nonacademic classrooms.

301.04 The Administration will make a concerted effort to complete the initial class size adjustments within the first eighteen (18) pupil attendance days of the school year.

301.05 This article is subject to possible modification as a result of the following:

1. Either party may reopen negotiations using the procedure of Section 1401 if the General Assembly enacts legislation during the term of this Agreement mandating lower class size ratios and providing the funding for class size reductions.
2. The Superintendent or designee(s) and the Association President or designee(s) shall meet and confer after the 1997-1998 school year to discuss the results of a pilot emphasis project with grades K-3 at specified schools and to consider modification of administrative policy or of this article with respect to class size limits at those grade levels in light of those results.

Article 302
Teacher Class Load

302.01 The class load for middle and high school teachers shall not exceed six (6) academic class periods per day and/or thirty (30) academic class periods per week. The class load for high school English teachers shall not exceed five (5) class periods per day and/or twenty-five (25) class periods per week.

302.02 Elementary Planning-Preparation Time

A. Full-time teachers in elementary schools shall have planning-preparation time averaging approximately forty-five (45) minutes per day. Such planning-preparation time shall be considered to be a portion of the unassigned time during the teacher's regular work day.
B. The District shall continue to provide elementary teacher preparation time (averaging 45 minutes/day) consistent with 302.02(A). During the 2000–2001 school year, the Superintendent/designee shall designate some elementary schools to pilot forty-five (45) minute staff-collaboration periods per week. Staff collaboration periods may be by grade levels (primary/intermediate) or grades. The Superintendent/designee shall solicit input from the ABC at each school, recommended to be included in the pilot. The building principal and the ABC shall jointly author the final Elementary School Collaboration Time Report, including a school recommendation from each school. A copy of the final Elementary School Collaboration Time Report shall be distributed to the Superintendent/designee, the CEA President/designee and the Director of Labor Relations on or before June 1, 2001.

302.03 Full-time teachers in regular elementary schools teaching kindergarten through fifth grade shall be assured a daily ten (10) to fifteen (15) minute break. Such break shall be free of pupil supervision and other assigned duty responsibilities and shall occur approxi-

mately mid-morning or mid-afternoon, as determined by the building principal. Regular or chronic violation of this provision shall be subject to the grievance procedure, provided the building principal and Central Administration have been advised of the claimed violations and given a reasonable period of time in which to correct the problem.

302.04 Where unusual scheduling exists, the daily average of a teacher's weekly schedule shall approximate the above time distributions.

302.05 Each elementary staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen (15) minute recesses per day. The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future school years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year. However, a change in that status quo can only be implemented after the first two work days of the regular school year with the principal's concurrence.

302.06 The parties recognize that a large number of preparations for high school teachers in the academic areas may detract from their teaching effectiveness. Therefore, high school administrators will make an effort, where practical with the assigned staff in relation to the school program, to make teaching assignments to such teachers in a manner that will limit the necessary preparations to three (3) or fewer for distinctively different courses. The parties recognize that certain teaching areas, such as diversified English and foreign language, may tend to have more exceptions to this goal than other teaching areas. The parties also recognize that the financial condition of the school system may negatively impact the Administration's effort in this regard.

302.07 Kindergarten through seventh grade classroom teachers who determine that a student may be retained, shall develop and submit a *Diagnostic Performance Summary* plan to the principal prior to June 1. This *Diagnostic Performance Summary* form and procedures will be mutually developed. The parties shall use the draft form discussed during bargaining on May 25, 2000, as a guide for content. The form to be used shall be in a computerized format (if possible). At the elementary level, the form shall replace the fourth interim report for failing students, technology permitting.

Article 303
Ability Grouping

The Association Building Council in elementary schools shall discuss the matter of ability grouping and make appropriate recommendations to the principal.

Article 304
Study Halls

304.01 The Board shall continue efforts to reduce the number and size of study halls which have mandatory pupil attendance.

304.02 In academic assist programs in middle schools, the number of pupils under the supervision of a teacher shall not exceed the maximum class size for a middle school academic class. Such supervision by a teacher shall count as an assigned duty.

Article 305
Special Education

305.01 A teacher who objects to the decision of an Individualized Educational Program (IEP) team may appeal such decision to the appropriate special education supervisor by submitting the objection, in writing, on a mutually agreed upon form, to the building principal for transmittal to such supervisor within three (3) school days. The written objection shall include the specific reasons which formed the basis for the objection. In such an event, the special education supervisor will conduct a conference with the teacher in a reasonably timely manner but not to exceed fifteen (15) school days, unless extended by mutual agreement, after receipt of the objection. If the teacher is not satisfied with the disposition of the conference, the principal will, within three (3) school days after the conference, submit the objection to the Director of Special Education. In such an event, the Director of Special Education will conduct a conference with the teacher in a reasonably timely manner but not to exceed fifteen (15) school days, unless extended by mutual agreement after receipt of the objection. The director shall make a final determination with regard to the objection and shall communicate such decision, in writing, to the teacher in a reasonably timely manner but not to exceed ten (10) school days after the conference. In the event the Director of Special Education determines that the volume of appeals makes it impractical for the director to conduct all such conferences, the director may utilize a designee other than the special education supervisor involved in the previous conference.

305.02 Teachers at Alum Crest, Clearbrook and Beatty Park schools will continue to be assigned the services of school instructional assistants at present assignment levels through the term of this Agreement.

305.03 The Association Building Councils at Alum Crest, Clearbrook and Beatty Park schools schools shall devel-

op and recommend to the principal a training program for their school instructional assistants.

305.04 Elementary, middle and high school special education teachers will be given one (1) release day each school year to facilitate the completion of the IEPs in a timely manner. The released day is a regular work day and will be scheduled by the Administration with prior notification of the date to the special education teachers. In addition, special education teachers shall be paid four (4) hours annually at the supplemental hourly rate for attendance at IEP meetings or to complete IEP paperwork outside regular work hours. This amount will be paid on the 21st pay date after the office of special education has verified that the teacher has completed and turned in IEPs for all of the teacher's students. In the event annual IEPs are no longer required, such supplemental compensation shall not be paid.

Article 306
Foreign Language

During the term of this Agreement, the high school citywide course selection sheets shall include French, Spanish, German and Latin.

Article 307
Elementary Art, Vocal Music and Physical Education Programs

307.01 Regular classroom teachers will not normally be required to be physically present when classes are being instructed by an elementary art, vocal music or physical education teacher.

307.02 Elementary art, music and physical education teachers will provide regular classroom teachers with grades for pupils in their respective classes.

307.03 The Board will provide a sufficient number of elementary art, vocal music and physical education teachers to staff the following schedule in regular elementary schools:

A. Art once a week for thirty (30) minutes for one (1) semester in kindergarten; once a week for sixty (60) minutes for one (1) semester in grades one (1), two (2) and five (5) and once a week for sixty (60) minutes for the full year in grades three (3) and four (4).

B. Vocal music once a week for forty (40) minutes in grades one (1) through five (5) for all year and once a week for thirty (30) minutes for all year in kindergarten.

C. Physical education once a week for thirty (30) minutes for all year for kindergarten through grade three (3) and once a week for forty (40) minutes for all year in grades four (4) and five (5). ❑

Chapter 400

Article 401
Teacher Evaluation

401.01

A. The following number of evaluations shall be conducted by the building administrators based upon continuous experience in the Columbus City Schools:*

1st and 2nd years . . . .2 evaluations
3rd year . . . . . .1 or 2 evaluations at administrator's option
4th and 5th years . . . .1 evaluation
Subsequent years . . . .1 evaluation every second year, commencing with the seventh year

*"Continuous experience" shall not include the consideration of a school year during which there was a leave of absence in excess of sixty-one (61) days.

B. The second regular evaluation required in this section shall not be required as long as Peer Assistance and Review is in operation.

401.02 The following directives outlined in paragraphs (A), (B) and (C) below shall serve as guidelines to the joint committee on evaluation as described in Paragraph (D) below:

A. Evaluations provided for in Section 401.01 of this article shall be for the major purpose of assisting the teacher toward improved instruction. "Goals for Improvement," "Professional Growth Activities," and "General Statements" sections must be completed by the professional and the evaluator if one or more of the ratings of unsuccessful are recorded.

B. If the evaluator recommends performance improvements(s) for a teacher or professional development consistent with the school's All School Improvement Plan (ASIP), the teacher must utilize professional development at the teacher's next opportunity or otherwise within a specified time period.

C. If a teacher is identified by the district as needing to make progress towards becoming a Highly Qualified Teacher (HQT), the teacher must, as a priority, utilize and complete professional development towards attainment of HQT status.

D. The parties shall review the evaluation process and forms, and create any new replacement procedures and forms under the Agreement between the Superintendent and the President of the Association from April 2009.

401.03 ***Special Evaluation***

A. When the Board or any of its administrative agents

deem that a teacher's performance may be seriously unsatisfactory and it is their intention to recommend involuntary transfer, non-renewal of contract, or termination of contract or investigate further with the possibility of making any of the aforementioned recommendations, the building administrator shall notify such teacher of his/her intent in writing on a form mutually agreeable to the Board and the Association. Such notification shall set forth the specific areas of alleged unsatisfactory performance. Following such notification, the administrator shall evaluate the teacher's performance, observing all stipulations of this article except Section 401.01. The administrator will observe the teacher at least twice. Each observation will be for at least thirty (30) minutes. A conference shall be held between the administrator and the teacher to discuss the teacher's performance prior to any final action by the administrator. The teacher may be accompanied or represented by an Association representative at such conference and shall have three (3) days prior notification of the conference. In such conference, the principal may be accompanied by a Board representative if the teacher is accompanied in such conference. Final administrative action in regard to the alleged unsatisfactory performance shall not conflict with any provision of this Agreement.

B. Unusual Condition—Written evaluations provided in Section 401.01 above, except the second evaluation for first and second year teachers, shall be performed before any special evaluation as required by this Agreement, except when conditions threaten the physical or emotional well-being of pupils or when conditions result in a significant disruption of, or threat to, the educational program or the well-being of the school. When such an unusual condition exists: (1) the classroom observations provided in Sections 401.03(A) and 401.04 shall not be required if such observations would not substantively contribute to an evaluation of such unusual condition; (2) the Notice of Special Evaluation issued as a part of the special evaluation process shall be accompanied by a written statement identifying the unusual condition, and if applicable, indicating the reason(s) classroom observations would not substantively contribute to an evaluation of such condition.

401.04 Classroom observations of the work performance of a teacher for the purpose of a formal written evaluation shall be conducted openly with the observer visible to the teacher. A minimum of one (1) and a maximum of three (3) such observations shall be accomplished

through prior arrangement with the teacher. In addition, a maximum of three (3) such observations may be accomplished at the convenience of the building administrator provided the number of such observations does not exceed the number of observations accomplished through prior arrangement. At least one (1) such classroom observation shall be for a minimum of fifteen (15) minutes in duration.

401.05 A pre-evaluation conference may be requested by either the teacher or evaluator and shall occur if requested by either party. If held, the primary purpose of the conference shall be to discuss procedural matters related to the evaluation process and questions related to that process. The conference may provide the teacher and the evaluator an opportunity to discuss their philosophies as educators, and to give the teacher and the evaluator an opportunity to discuss their short- and long-term goals. No written requirements may be attached to this conference, but either party may summarize the conference in writing and may provide a copy of such summary to the other party. Failure to request a pre-evaluation conference does not constitute a procedural violation of the evaluation process.

401.06 A teacher shall be given a copy of any written evaluation or report on an observation. No evaluation or report on an observation will be placed in the teacher's permanent file or otherwise acted upon without a prior conference with the teacher.

401.07 All evaluations or reports on an observation must be dated and signed by the teacher. Such signature shall not necessarily indicate agreement with the evaluation.

401.08 Teachers shall be permitted to affix comments to any evaluation or report on an observation prior to placement of the evaluation or report in the teacher's permanent file.

401.09 The factors to be used in evaluations conducted by the building administrators shall be jointly developed by the Association and the Board.

401.10 The factors, forms and procedures used in all evaluations of teachers shall be mutually developed and agreed to by the Board and the Association. The parties recognize that standardized test scores, by themselves, are not a sound basis for evaluating a teacher's performance.

401.11 A teacher shall not be represented or accompanied by a representative of any other employee organization at any conference required in Section 401.03(A) of this article.

401.12 No member of the bargaining unit shall have his/her limited contract non-renewed without accomplishment of a special evaluation and without accom-

plishment of such regular evaluations as are required by this article, provided that nothing in this Agreement shall require accomplishment of such evaluations in order (1) to non-renew limited contracts or to suspend limited contracts and/or continuing contracts, in accordance with Article 704 entitled "Reductions in Personnel;" (2) to terminate a limited contract or continuing contract, in accordance with the Ohio Revised Code; (3) to non-renew a limited contract teacher providing service under a temporary certificate unless such teacher possesses a regular certificate in another teaching area and has previously provided service under such regular certificate in the Columbus City Schools; (4) to non-renew a limited contract teacher advised prior to employment that such non-renewal may occur due to the special nature of the specific assignment for which such teacher is being employed.

401.13 No member of the bargaining unit shall be denied a positive recommendation by the administrator of Human Resources, to the Ohio Department of Education for the renewal or upgrading of a teaching certificate as a result of an evaluation rating given on an evaluation conducted within the provisions of Article 401.01.

401.14

A. The evaluation and any related actions involving teachers during the period of assignment to the Peer Assistance and Review Program (PAR Program) shall be in accordance with the procedures established by the PAR Program Panel rather than in accordance with the provisions contained in this Article 401. Such related actions shall include action by the Board based on recommendations by the PAR Program Panel regarding intern teachers and action by the Board based on reports by the PAR Program Panel regarding teachers who have been previously assigned to the PAR Program for intervention.

B. The provisions of this Article 401 shall apply to teachers assigned to the PAR Program only in the event of administrative action which is not in accordance with the PAR Program Panel procedures. Such administrative action shall only be initiated where the basis for such action is primarily related to concerns other than classroom teaching performance.

C. Any teacher may request to be assigned to the PAR Program by submitting a written request to the Association President. If the teacher requesting assignment to the PAR Program has been given a Notice of Special Evaluation and has more than five (5) years of continuous Columbus teaching experience, such teacher shall be accepted into the intervention phase of the PAR Program. The final determination of whether to admit a teacher with five (5) or less years of continuous Columbus teaching experience to the PAR Program will be made by the PAR Panel.

D. Teachers who have all successful ratings on their most recent evaluation form shall not be recommended for PAR Intervention by an administrative-initiated referral unless the following has been provided:

1. A serious concern(s) has been identified by the principal or evaluating supervisor and a conference has been held with the affected teacher where the serious concern(s) is identified and discussed with said teacher.
2. The principal or evaluating supervisor has provided suggestions and/or assistance to the affected teacher to correct the serious concern(s).
3. If the serious concern(s) has not been resolved, a follow-up conference has been held with the affected teacher to so inform said teacher and, if it is the intention of the principal or evaluating supervisor to recommend the teacher for PAR Intervention, to so inform the teacher during this conference.
4. A teacher shall not be represented or accompanied by a representative of any employee organization in any conferences required in 401.14(D) above.

401.15 In the event a teacher performs work under the supervision of more than one (1) supervisor, one (1) supervisor shall be designated as the evaluating supervisor.

401.16 Teachers eligible for continuing service status shall be those teachers qualified as to certification/license, who within the last five years have taught for at least three years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two years in the District, but the Board upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible. Continuing contracts shall be granted only to a teacher with the following certification or licensure status:

A. Any teacher holding a professional, permanent or life teachering certificate;

B. Any teacher holding a professional educator license who has completed the applicable one of the following:

1. If the teacher did not hold a master's degree at the time of initially receiving a teaching certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of

licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

2. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

C. Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such teacher unless the Board by a three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two years, provided that written notice of the intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before April 30, and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before April 30, but upon subsequent reemployment only a continuing contract may be entered into. If the Board does not give such teacher written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two years before April 30, such teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before June 1, and a continuing contract shall be executed accordingly.

D. A teacher eligible for continuing contract status employed under an additional limited contract for not to exceed two years pursuant to written notice from the Superintendent of the Superintendent's intention to make such recommendation is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless the Board, acting on the Superintendent's recommendation as to

whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy the teacher on or before April 30. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before June 1, and a continuing contract shall be executed accordingly.

E. A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for at least three years and shall be entered into, regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate/license.

F. Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract is, at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy the teacher on or before April 30. Such teacher is presumed to have accepted such employment unless the teacher notifies the Board in writing to the contrary on or before June 1, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic reemployment of such teacher.

The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this section, or the failure of the Board to give such teacher a written notice pursuant to this section shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract as the case may be under the provisions of this section.

401.17 *Supercession/Applicability of 117th Ohio General Assembly Am. Sub. H.B. No. 330*

A. Subject to Section 401.17(B) of this article, because of the terms of this and other articles of this Agreement, all provisions of 117th Ohio General Assembly Am. Sub. H.B. No. 330, and any subsequent law amending those provisions, shall be superseded by this Agreement and inapplicable to members of the bargaining unit.

B. Notwithstanding Section 401.17(A), and subject to Section 401.17(C), of this article, from the time that any cancellation of the PAR Program by the Board becomes effective (1) Am. Sub. H.B. No. 330 and any

subsequent law amending the provisions of same shall be fully applicable to the Board except as manifestly inconsistent with this Agreement, and (2) Sections 401.01, 401.02, 401.03, 401.04, 401.05, 401.06, 401.12, 401.14, and 401.16 of this article and Sections 404.04 and 404.05 of Article 404 shall be negated and inoperative.

C. In the event that Section 401.17(B) of this article becomes operative, then, notwithstanding Sections 3319.11(B)(3), 3319.11(C), 3319.11(D), 3319.11(E), 3319.11(G), and 3319.111 of the Ohio Revised Code as enacted by Am. Sub. H.B. No. 330, or any subsequent amendment thereto, the limited or extended limited contract of a teacher may be nonrenewed by the Board without evaluations, hearing, or written Board decision or order thereafter if the written statement describing the circumstances that led to the intention of the Board not to reemploy the teacher provided to the teacher pursuant to Ohio Revised Code Section 3319.11(G)(2) or otherwise recites as a basis for non-renewal (1) a reason for a reduction in personnel or the non-renewal of a limited contract set forth in Article 704 of this Agreement, (2) that the teacher's current contract entails service being provided under a temporary certificate without the teacher's possessing a regular certificate in another teaching area under which the teacher has previously provided service in the Columbus City Schools or (3) that the teacher has been advised prior to employment that such non-renewal may occur due to the special nature of the specific assignment for which such teacher was employed.

Article 402
Teacher Contract Forms

402.01 ***Regular Teacher Contracts***

All bargaining unit members shall be offered an appropriately worded individual teaching contract.

402.02 ***Supplemental Contracts***

A. Teachers who have supplemental contracts to perform extra duty assignments provided in Article 906, shall be notified by April 30 if such contract is not to be renewed for the following school year. All other supplemental contracts shall automatically be nonrenewed following the performance of the service authorized by the Board, and no action or notification by the Board shall be required in connection with such non-renewal.

B. The regular distribution of supplemental contracts shall be on or before June 15 of each year.

C. Supplemental contracts shall contain language which

clearly establishes the right of the Board to declare such contracts null and void in the event the school where the service was to be provided is closed. In the event a school is closed, all such contracts for service at the closed school shall be declared null and void, but the Step will not change if the teacher is reemployed in the same supplemental position but at a different school within the District within two years.

D. Supplemental contracts shall not be awarded until there is sufficient evidence available to the Administration of adequate participation. This provision specifically applies to situations where the supplemental contract was not issued the previous year or where participation the previous year was not adequate.

E. (1.) Teachers who have completed three (3) or more consecutive years of service in a school in the extra-duty position of senior head coach, football, basketball, baseball, track, volleyball, softball, or wrestling shall be eligible for a three (3) year supplemental contract upon the expiration of their contract. Such three (3) year supplemental contracts shall be offered to such eligible teachers by June 15. No teacher shall be eligible for such three (3) year supplemental contract for more than one (1) such coaching position.
(2.) Teachers who are eligible for such three (3) year supplemental contracts shall be offered written reasons for a decision leading to a recommendation not to initially issue or not to renew such a supplemental contract. Any failure to observe this provision in regard to the offering of written statements relative to the non-issuance or non-renewal of such a three (3) year supplemental contract shall be subject to the grievance procedure set forth in this Agreement.

F. The parties agree to maintain the past practices regarding the discontinuation of supplemental contracts and prorating of pay when there are insufficient participants for the activity to either begin or continue. This practice has been the most common with freshman and reserve coaching positions and least common with head coaching positions.

402.03 All teacher contracts, provided in Sections 402.01 and 402.02 of this article, shall have language mutually agreed to by the Association and the Board.

Article 403
Professional Personnel Records

403.01 When a complaint is made by the parent of a student or any other member of the public concerning a teacher's conduct, service, character or personality, which is deemed serious enough to become a matter of

formal record, the teacher shall be informed of the complaint by the principal, and the teacher and principal shall attempt to resolve the complaint of the complaining party.

403.02 When a principal or other administrator finds it necessary to make a notation in a teacher's file which reflects adversely upon the teacher's conduct, service, character or personality, the teacher shall be offered an opportunity to read such notation. The teacher shall acknowledge having read such notation by signature on the actual document filed, with the understanding that such signature does not indicate agreement with its contents. The teacher shall also have the right to answer such notation and said answer shall be attached to the file copy.

403.03 Each teacher or his/her designee shall be guaranteed the right to examine and review his/her personnel file. Prior arrangements for such examination shall be made with the administrator of Human Resources or his/her designee.

403.04 Upon written request from a teacher, the administrator of Human Resources shall give consideration to removing a notation which reflects adversely upon the teacher from the teacher's file provided the notation has been in said file for a minimum of two (2) years. If sustained demonstrated improvement in the area noted has occurred, such removal shall generally be granted. In the event the request for removal is denied, the written reasons for denial shall be provided to the teacher, and the basis for the denial shall not be arbitrary or capricious. The parties understand that it is unlikely that notations that result from very serious circumstances will be removed. Nothing in this section pertains to ratings or comments on evaluations.

Article 404
Professional Behavior

404.01 A teacher shall be entitled, upon his/her request, to have present an Association faculty representative or other representative of the Association when the teacher is being given a formal reprimand or warning, is being disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, or is being given a recommendation that such teacher resign or take a leave of absence without pay. The request for the presence of a representative of the Association shall not delay such proceedings for more than five (5) school days. A teacher also shall be entitled, upon his/her request, to have present an Association faculty representative or other representative of the Association when Board personnel in authority seek information which that teacher reasonably could believe may lead to his/her discipline.

The request for the presence of a representative of the Association shall not delay such inquiry by the building administrator(s) for more than one (1) school day, or by central office or external district authority for more than two (2) school days.

404.02 A teacher shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, without just cause. Any such action shall be subject to the grievance procedure set forth in this Agreement, except that any such action taken in connection with Article 401 shall not be grieved with noncompliance with this paragraph cited as a claimed violation.

404.03 The termination of the contract of a teacher shall not be subject to the grievance procedure set forth in this Agreement. Teachers whose contracts are terminated shall have recourse to their rights under Section 3319.16 of the Ohio Revised Code of Ohio or any successor section.

404.04 The reasons for a decision leading to a recommendation not to reemploy a non-tenured teacher shall be made available in writing to the affected teacher at his/her option.

404.05 Any failure to observe the provisions of Section 404.04 of this article in regard to the giving of written statements relative to reemployment shall be subject to the grievance procedure set forth in this Agreement.

404.06 In general, direct, verbal criticism of a teacher by an administrator in front of students or parents tends to reduce the teacher's effectiveness in maintaining an orderly teaching environment. As a result, the parties agree that this practice should be avoided where reasonably practical. Agreement to avoid such criticism where reasonably practical is in no way intended to limit the right of the administrator to give direction to members of the teaching staff. In the event a teacher believes that such criticism has occurred, the teacher may request a conference with the administrator to discuss the incident. Following such a conference, in the event the teacher believes that such criticism has again occurred, the teacher may request a conference with the administrator and a representative of the Superintendent. In either conference, the teacher may be accompanied and represented by a representative of the Association, and the administrator may be accompanied by a Board representative if the teacher elects representation.

404.07 Members of the bargaining unit shall not be subjected to repeated and/or extreme verbal abuse by administrators or other agents of the Board. ❑

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Chapter 500

Article 501
Annual Evaluation

The Association, through the Association Building Councils, shall have the right to make an evaluation of each school as to the professional environment, democratic procedures, teacher involvement and co-curricular programs in the school. This evaluation will be set forth on a form developed by the parties and administered during the month of February. The results of the survey will be submitted to the principal and school staff, the Superintendent and the Association office no later than April of each year. Handwritten comments solicited as a part of this evaluation will be typewritten before such comments are returned to the building. Reasonable safeguards will be taken to assure anonymity of the evaluators. During the 1997–1998 school year, a joint committee will review the current building survey and make recommendations, if any, to the parties.

Article 502
Libraries

502.01 The Board will provide an adequate Instructional Materials Center in each existing and new elementary school as a part of the building program resulting from such bond issue.

502.02 Standards for Instructional Materials Centers shall be established by the Joint Committee on Libraries and recommended to the Board of Education.

Article 503
Alternative Schools

During the term of this Agreement, the Board shall continue the operation of the existing alternative schools, except that the Board may determine to close an alternative school if the enrollment in such a school is less than seventy-five (75) percent of rated capacity as a result of insufficient student applications for such school.

Article 504
Teaching Aids

504.01 Notice of nominations of textbook selection committees shall be made system-wide. Nominees for textbook selection committees shall be elected by the teachers of the schools involved in the subject areas and grade levels affected. These elections shall be conducted at each school by the principal and the Association Building Council. Nominees for textbook committees may also be submitted by the Administration at the election of the Administration. Selection of the textbook committee members shall be made by a joint committee composed of an equal number of Board and Association members, except that the Administration shall have the

right to designate one (1) member of each textbook committee.

504.02 The present Test Selection Committee will be continued. However, the Association will have the right to appoint fifty (50) percent of the representatives to the committee.

504.03 All committees included in this article, including textbook selection committees, shall adhere to the provisions of the article entitled "Committee Procedures."

Article 505
Integrated Textbooks

In conformance with previous policy statements made by the Columbus Board of Education, a concerted effort will continue to be made in the selection process to provide textbooks and other teaching materials which avoid male and female role stereotyping, which reflect an integrated society and which portray both in printed text and illustrations the contributions made to American society by all elements of the society.

Article 506
Committee Procedures

506.01 Committees formed or continued as a result of this Agreement shall function in a democratic fashion with chairpersons elected by the committee members.

506.02 There shall be no ex-officio members. The times, places, agenda and all other procedural or substantive decisions or recommendations of these committees shall be made by vote of the members.

506.03 Such committees may call upon the Association or the Board for consultants as needed, but the composition of the committees may not be changed without mutual consent of the Association and the Board.

506.04 The term "joint committee" as used in this Agreement shall mean, unless it is otherwise stipulated, a committee composed of equal numbers of Board-appointed and Association-appointed members. Such committees shall adhere to the procedures set forth in Sections 506.01, 506.02, and 506.03.

Article 507
Professional Development

507.01 The parties believe that professional development is an ongoing process that promotes and supports both professional and personal growth for all teachers and is aimed at increasing student progress/growth. The parties agree to examine strategies and mechanisms that will increase training time of teachers other than the workdays set forth in Section 1401.03. Strategies and mechanisms shall include, but not limited to, courses offered by the District and CEA, customized courses developed in partnership with institutions of higher education, distance learning and video programming. Professional development will focus on building teacher quality to increase student progress/growth.

507.02 The Joint Professional Development Committee will continue to work cooperatively to determine content for district-wide professional development in-service on the "waiver days" and Capital Day. The joint committee will strive to schedule these days on a Tuesday, Wednesday or Thursday that does not precede or follow a three-day weekend, holiday or vacation with the exception of Capital Day. The joint committee will strive to provide college credit or CEUs for professional development

507.03 The parties agree that these principles in paragraphs 507.01 and 507.02 will guide the Joint Professional Development Committee in the planning and the implementation of professional development.

Article 508
Professional Development Related to Special Education

508.01 It is the understanding of the parties that the District should be receiving additional federal funds for specified uses, including special education, on a one-time basis in the 2009–10 and 2010–11 school years. The parties agree that it would be desirable to use some of those funds, if available and sufficient for the purpose, for one to three days (7–21 hours exclusive of lunch) for professional development related to special education for the CEA bargaining unit during that two-year period. Pay for this professional development shall be at the supplemental hourly rate.

508.02 The times and dates for this professional development shall have two or more alternatives for each block of time and shall be determined by consultation between the parties.

508.03 Because the precise amount and permitted use of these funds is not fully known (May 2009), the parties shall in consultation with one another determine whether and the extent to which this section is implemented once the required information is known. Likewise, the parties shall consult about using some of these funds for the purchases of additional hand-held PDAs, testing and instructional materials and for professional development.

508.04 The Joint Professional Development Committee shall oversee the implementation of these professional development days/hours. ❑

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Chapter 600

Article 601
Instructional Assistants

601.01 The employment and use of instructional assistants shall also be in accordance with Section 3319.088 of the Ohio Revised Code, guidelines established by the State Board of Education and guidelines established by the Board. If it becomes necessary to revise the guidelines established by the Board during the term of this Agreement, such revisions will be made only after consultation with the Association in keeping with Article 108.01 of this Agreement. During the term of this Agreement, the number of instructional assistants employed shall be left to the judgment of the school administration, except as provided elsewhere in this Agreement.

601.02 In addition to the system-wide guidelines established by the Board, guidelines, written job descriptions and the assignment of instructional assistants to provide assistance to teachers, nurses, librarians and other school personnel will be established in each school building by the principal with the advice of the local Association Building Council.

601.03 Guidelines and written job descriptions established by the Board or building principal shall not conflict with the content or intent of the instructional assistant statute or guidelines established by the State Board of Education.

601.04 In those schools in which there are sufficient instructional assistants available, the supervision of all study halls, school yards, lunchrooms and school halls shall be performed by instructional assistants under the direction of a teacher. Therefore, to the extent feasible, the use of teachers will be directed toward the fullest possible utilization of their professional training and capabilities and their non-teaching duties correspondingly minimized.

601.05 The Association Building Council shall consider and recommend to the principal appropriate procedures for the participation of teachers in the interview and selection of instructional assistants.

Article 602
Volunteer Workers

In each school which uses volunteer workers, the principal, in consultation with his/her Association Building Council, may develop guidelines for such workers. The utilization of volunteer workers in a teacher's classroom shall be at the option of each teacher.

Article 603
School Counselors

603.01 Counselors shall not be required to construct the master schedule for their assigned school.

603.02 During the term of this Agreement, the Board shall meet and may exceed the counselor staffing requirements mandated by the state.

Article 604
School Nurses

604.01 School nurses shall be covered by all applicable provisions of this Agreement on the same basis as all other members of the bargaining unit.

604.02 An Association Building Council shall be established for the administrator of Nursing Services in the same manner and to function with the same responsibilities and constraints as are set forth for the Association Building Council in Article 202 of this Agreement.

Article 605
School Nurse Orientation and In-Service

605.01 The Board shall continue with this Agreement to place one nurse in charge of orientation. This nurse shall assist the supervisor of nurses and be responsible for orientation of new nurses.

605.02 All school nurses may attend in-service meetings sponsored by nursing associations or other groups concerned with health problems, provided such attendance has been approved by the supervisor of nurses. This provision does not prohibit school nurses from applying for and being granted professional leave.

Article 606
School Social Workers

Each school social worker shall be provided work space in a room in at least one of his/her assigned schools with access to a telephone and a filing cabinet or desk that can be locked.

Article 607
Kindergarten Teachers

Half-time kindergarten teachers who have been reemployed for the following school year and who desire a full-time position for the following school year shall indicate their desire to the administrator of Human Resources by June 1. Such teacher shall be granted a full-time position in a vacancy requiring a certification/license held by the teacher, provided the Board would otherwise have employed a new teacher for such vacancy. ❑

Chapter 700

Article 701
Sick Leave

701.01 ***General Rules Pertaining to Sick Leave***

A. Unused sick leave shall be cumulative without limit. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall be credited with one and one-half (1.5) days on the second payday of each month. The accruals will occur September through June. The effective date for deducting sick leave credit shall be the final day of each pay-reporting period.

B. Each new full-time teacher shall be credited with five (5) days of sick leave, which may be used in case any such employee is unable to work because of personal illness or illness or death in his/her immediate family, after beginning his/her employment but before he/she has accumulated that amount of sick leave in the manner provided in Paragraph A above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which he/she may accumulate during the first year of service as provided in Section 701.01(A) above.

C. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.

D. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous employer to the office of the Treasurer of the Columbus Board of Education. When a former teacher in the Columbus School System returns to the employ of the Board, his/her unused accumulated sick leave, if any, shall be automatically reinstated. Such transfer or reinstatement of sick leave will be accepted by the Board provided the teacher's most recent employment takes place within ten (10) years of the date of the last termination from Ohio public service and provided such sick leave was earned in Ohio public service.

701.02 Sick leave with pay may be used only for the purposes provided in paragraphs A, B, and C below:

A. For absence of the teacher due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to others. Up to twenty (20) consecutive school days, or up to thirty (30) consecutive school days if the teacher is required to travel to another country for the adoption, may be taken as sick leave at the time of legal adoption of a child.

B. For absence of the teacher due to illness or injury of someone in the teacher's immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, wife, husband, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, legal guardian, or foster or step-parents of said teacher; and all dependents as defined by IRS living in the home or any person living in the home to whom a teacher becomes the primary caregiver. A physician must certify the primary caregiver.
   1. If a teacher is absent not more than three (3) consecutive school days because of the illness of a member of the teacher's immediate family, the teacher need only make the report of absence required by Section 701.06 (A) of this Agreement in order to be eligible for sick leave with pay for such absence.
   2. If a teacher is absent in excess of three (3) consecutive school days for this reason, the teacher must provide the administrator of Human Resources, with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the teacher in order for the teacher to be eligible for sick leave with pay for such absence.

C. For absence due to death in the immediate family of a teacher. Death in the immediate family of a teacher is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, legal guardian or foster or step-parents of the said teacher; or dependents as defined by IRS. Absence due to death in the immediate family shall not exceed five (5) consecutive school days.

D. *Assault Leave*
   In addition, a teacher may use up to forty (40) days of assault leave due to injury resulting from a physical assault on a teacher which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:
   1. The teacher's conduct was within the bounds of general standards of professional behavior.
   2. The building administrator or other appropriate administrator was notified as soon as possible of the occurrence.
   3. The teacher submits to the Human Resources Department the certificate required in case of sick leave absence, accompanied by the physician's statement required in Paragraph (4) below.
   4. The teacher provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician.
   5. In the event the foregoing conditions are satisified, none of the first forty (40) days of absence resulting from such occurrence shall be deducted from the teacher's accumulated sick leave or personal leave.
   6. Workers' Compensation cannot be received simultaneously with sick leave benefits.
   7. Any assault leave request that is in dispute will be determined by a joint committee of three administrators and three Association representatives. The three administrators shall not include the administrator who made the initial decision to deny the request, and the three Association representatives shall not include the requesting teacher. The initial decision may be reversed by a two-thirds (2/3) vote of the full committee. The joint committee's decision shall be final and binding.

701.03 ***Use of Sick Leave Notification***

A. When any member of the bargaining unit is to be absent for a full school day, or a longer period, such absence shall be reported to the principal or to the Substitute Employee Management System, if designated by the principal, at least one hour and thirty minutes prior to the teacher's normal required reporting time or as soon as possible thereafter by any teacher who wishes to use sick leave in accordance with the above procedures. The teacher shall not be required to state, during this notification, the cause or type of illness involved. If possible, however, the teacher will estimate the duration of his/her absence.

B. In the event the estimated duration of the absence is expected to be continuous for a period in excess of two weeks (10 school days), or when an absence has been continuous for such a period, the teacher shall advise the Administration of the estimated duration of disability by submitting the designated form to Human Resources by the tenth (10th) day of absence and include a physician's statement. The teacher will provide the Office of Human Resources with written notice at least three (3) school days before intending to return to work.

701.04 A teacher who has been absent on a Monday through Thursday shall inform his/her principal or school clerk by 2:00 p.m. on the day before he/she wishes to return. The administrator shall assume that a teacher who is absent on Friday or the day before the start of a vacation period will return on the next Monday or the first working day after the vacation unless the teacher notifies the principal or his/her designee on Sunday or the last vacation day not later than 7 p.m. that he/she will not return to duty on the next day. Whenever it can be determined by the teacher on a Friday or the school day prior to the starting of a vacation that he/she will not be returning to duty on the next scheduled school day, the teacher should let the principal or school clerk know by 2:00 p.m. that he/she will not be returning so that the same substitute teacher can be continued.

701.05 Absence on Saturdays, Sundays, paid holidays and paid non-work days shall not be charged against sick leave.

701.06 *Certificates Required in Case of Sick Leave Absence*

A. When a teacher is absent, a report for such absence, signed by the teacher, shall be completed by such employee on a form supplied by the Board. Such form shall be filed with the principal or immediate supervisor within three (3) school days following the last day of such absence or three (3) days after the close of a school year, whichever occurs first.

B. If medical attention was required, the teacher shall list the name and address of the attending physician and the dates when the physician was consulted on the form provided in Section 701.06(A) above.

C. Such report shall be made in a manner which will satisfy the requirements of Section 3319.141 of the Ohio Revised Code. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

D. Teachers who have been out of school because of serious illness, extending over a period of two or more weeks, must have the approval of the Superintendent before returning to regular school work. The Superintendent or designated central office administrator may require medical or psychological verification of the teacher's ability to return to work and any limitations on the teacher's return. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or central office designee requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or central office designee.

E. Members of the bargaining unit shall not be asked or required to sign a statement authorizing a doctor or hospital to release medical records unless the absence due to illness, injury or pregnancy of the member of the bargaining unit has been challenged, in which case the teacher shall be furnished with the written reasons for such a challenge and the need to examine medical records.

F. The purpose of this section is to provide tools for management to curb sick leave abuse. These tools shall not be utilized in an arbitrary, capricious, or harassing manner.

1. If the principal or supervisor has a question about a teacher's use of sick leave, the principal or supervisor shall hold a conference with the teacher, at which the teacher shall be represented by the Senior Faculty Representative at that building or Association designee. This step must precede (2) and/or (3) below.
2. The Superintendent may (but need not always) require written certification to justify use of sick leave from the teacher's physician when:
    a. There is a pattern of use such as, but not limited to, workdays before or after a holiday or vacation period, on Mondays or Fridays, or a certain time of year; or
    b. There is reasonable suspicion of sick leave abuse; or
    c. The teacher has been absent using sick leave for consecutive workdays; or
    d. The teacher has been absent using sick leave for more than ten (10) days total during the same school year; or
    e. The teacher is on an extended absence and the Superintendent has reasonable grounds to question the continued absence, once every thirty (30) calendar days.
3. The Superintendent may (but need not always) require the teacher to be examined at Board expense by a physician or psychologist designated by the Superintendent when:
    a. The Superintendent wishes to verify the teacher's fitness for return to work; or
    b. There is reasonable suspicion of sick leave abuse; or
    c. The teacher is on duty, but there is a reason-

able question whether the teacher is able to perform essential functions of the job; or

d. Where the teacher's personal physician or psychologist certification under (2) above requires additional explanation. The Board-designated physician or psychologist shall provide a written report to the Superintendent.

4. Under this Section (F), the Superintendent includes the Superintendent or his/her designated central office administrator.

701.07 ***Catastrophic Illness/Injury Sick Leave Donation Procedure***

A member of the bargaining unit who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:

A. For purposes of this procedure, the term "catastrophic illness or injury" shall include illnesses, disabilities, injuries and/or surgeries which are calamitous in nature, constituting a great misfortune, where the lack of immediate treatment will result in a life threatening or life debilitating circumstance for the employee or immediate family. Examples of catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of limb
- AIDS
- ALS (amyotrophic lateral sclerosis)
- Cancer
- Cerebral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovascular accident

B. A joint Association/Board committee consisting of three (3) members of the bargaining unit appointed by the Association and three (3) administrators shall be appointed on a yearly basis to review requests under this provision. In order to approve a request for catastrophic illness/injury sick leave donation, a two-thirds (2/3) vote of the entire committee must prevail. The joint committee will establish rules and procedures for the allocation and disposition of donated leave under this Section 701.07. All rules and decisions of the joint committee require a two-thirds (2/3) vote of the entire committee.

C. Applications for catastrophic illness/injury sick leave donation must be jointly submitted to the administrator of Labor Relations and the Association President. Applications will include, but not be limited to, the following information:

1. Nature of illness/injury.
2. Physician(s') statement as to the condition and the need for sick leave.
3. Projected date of return to duty.
4. Explanation of previous sick leave usage.
5. Any other pertinent information that applicant can submit to the committee for its consideration.

D. The committee shall meet and make a determination regarding the request. The bargaining unit member shall be informed of the committee's decision in writing within three (3) days of the meeting. The decision of the committee shall be final.

E. The Association will assume the responsibility for solicitation of donations for approved bargaining unit members, subject to procedures established by the joint committee. A form shall be mutually developed to solicit donations. Bargaining unit members may donate any amount of their unused sick leave to the affected member. A maximum of forty-five (45) days may be granted to the applicant. If additional sick leave donation beyond the forty-five (45) days maximum is needed, the bargaining unit member must reapply for consideration by the committee. One renewal will be considered by the committee. All donation forms will be submitted by the Association to the administrator of Labor Relations.

F. The joint committee shall not grant donated sick leave so as to delay the disability retirement of a teacher.

G. All information and reports relating to the applications under this policy shall remain confidential to the extent allowed by law.

H. A teacher using donated sick leave shall not earn or accrue any sick leave under Section 701.01.

701.08 The Joint Committee on Sick Leave Bank, established in the Memorandum of Understanding in the 2003 Addendum, shall continue its study of a sick leave bank. If determined to be administratively feasible, the bank will be implemented at the beginning of the 2005–2006 school year.

Article 702
Leaves of Absence

702.01 ***Ill Health***

A. The Superintendent or designated central office administrator may require medical or psychological verification of written application for a leave of absence, without pay, for ill health. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or designated central office administrator requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or designated central office administrator.

B. Such request for leave, if approved, shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio Revised Code. An earlier termination of this leave, if requested in writing by the employee, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

C. At least thirty (30) days before a teacher on a leave of absence for ill health expects to resume his/her duties, the teacher, or someone acting in his/her behalf, must request in writing the reinstatement of said teacher to the staff. In requesting reinstatement, said teacher does not forfeit his/her right to request an extension of his/her leave of absence for ill health. Failure to comply with this regulation shall be deemed an automatic resignation.

D. Not less than ten (10) days before termination of leave, a doctor's statement must be submitted by the teacher. The Superintendent or designated central office administrator may require medical or psychological verification of the teacher's ability to return to work and any limitations on the teacher's return. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or designated central office administrator requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or designated central office administrator.

E. Whenever any teacher has been absent from active service a sufficient number of days to exhaust his/her accumulated sick leave days and continues in absence without applying for a leave of absence under this section, the Superintendent shall investigate the facts of the case and shall have authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. Any teacher who refuses to comply with the terms of such a leave of absence shall be considered to have terminated his/her contract. Such refusal shall not deny the teacher's rights to request a hearing under Section 3319.13 of the Ohio Revised Code if the teacher files with the Treasurer a written demand for such a hearing within ten (10) days of the Board's approval of the Superintendent's recommendation that a leave of absence be granted hereunder. Notwithstanding any other provision of this contract, a teacher returning from ill health leave under this Subsection (E) shall be immediately placed on active status if his/her position has been filled by a substitute teacher.

702.02 ***Maternity/Paternity/Adoptive Leave***

A teacher anticipating the birth or adoption of a child to the family may request and shall be granted an unpaid maternity, paternity, or adoptive leave of absence, provided the following stipulations have been met:

A. Such request shall be submitted on the designated form to the administrator of Human Resources, at least thirty (30) days prior to the beginning date of the requested leave.

B. A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability; or

C. The request for adoptive leave shall be accompanied by a statement from the adoption agency.

D. The requested duration of such leave shall be for the remainder of the semester in which the leave commences and not to exceed the four subsequent semesters. All such leaves must terminate at the end of a school year. The teacher may submit a request to the administrator of Human Resources, for return to service at any time during the leave. Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date. Such teacher shall be returned to service on the requested date or on the earliest following date when a vacancy occurs requiring a certification/license held by the teacher, provided the Board would otherwise have employed a new teacher for such vacancy.

E. The teacher shall notify the administrator of Human Resources, in writing, of his/her intention to return to service at least 120 days before he/she expects to resume his/her duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery. The teacher shall be informed of receipt of such notification of intent to return. Failure on the part of the teacher to comply with this regulation may be deemed by the Board as an automatic resignation.

F. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting teacher has been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the Administration.

702.03 ***Exchange Teaching***

A. An employee on a regular teacher's contract shall be eligible for leave of absence for a period of one (1) full semester, or one (1) full year beginning with the opening of the semester or year, only after he/she has filed a written request for such leave of absence at least two (2) months prior to the beginning of a requested leave, and the leave has been granted on the recommendation of the Superintendent. No compensation may be paid to a teacher while absent on such leave of absence unless the exchange-teaching leave involves the use of some teacher from outside the Columbus area as a replacement for the employee on leave. In the latter case, the replacement must be approved by the Superintendent before the leave can be approved and the employee will be on paid leave with full compensation and benefits paid by the Board, as long as the replacement is on paid leave, with full compensation and benefits paid by the sending district. Credit on the salary schedule shall be given for time spent in exchange teaching. The granting of such leaves of absence shall be determined by the Superintendent on the basis of the value of such a leave to the Columbus City Schools.

B. Termination of such a leave of absence shall be by written request of the teacher to the Superintendent not less than 120 days prior to the time that the teacher expects to return to duty in the Columbus City Schools. Failure to comply with this regulation shall be deemed an automatic resignation.

C. The above policies with reference to exchange teaching also apply to employees granted leaves of absence for the purpose of teaching in the Armed Forces Dependents Schools.

D. In the light of any present or future federal or state

legislation regarding exchange teaching, exceptions may be made to the above regulation on the recommendation of the Superintendent and the approval of the Board.

702.04 ***Professional Study or Travel***

A. Leaves of absence for professional study or travel may be granted to teachers on the basis of either one (1) full semester or one (1) full year. Application for such a leave is to be made no less than sixty (60) days in advance. An applicant for leave for professional study shall outline, in writing, the program of study to be pursued. Such a program shall, in general, include a full college load or its equivalent, and the Superintendent shall recommend the approval of such leave only if it appears that the program of study is of such a nature as to contribute directly to improved educational conditions in the Columbus City Schools.

B. Leaves of absence for travel shall be requested in writing, in which the scope or nature of the travel shall be outlined in detail. Such applications must show clearly how the travel will contribute directly to improved classroom instruction and the reasons why such travel cannot be accomplished when schools are not in session.

C. In no case shall leave of absence for professional study or for travel be granted for periods of less than one (1) semester, except at the discretion of the Superintendent, and only when it can be shown that the program of the Columbus City Schools will not suffer as a result of the granting of such leave. Absence for either of the above reasons, without leave having been granted, shall be considered as termination of contract by the teacher.

D. Termination of the above two (2) kinds of leave shall be only on written request of the teacher on leave, said request being filed with the Superintendent not less than 120 days prior to the return to duty of the teacher. Failure to comply with this regulation shall be deemed an automatic resignation.

E. Any teacher who, while on leave for professional study or for travel, shall engage in employment comparable to his/her employment with the Columbus City Schools shall be considered to have terminated his/her contract. Reinstatement to active paid status following either of the above types of leaves shall be made only if the Superintendent shall find that there has been substantial compliance with the originally approved program of study or travel. No compensation shall be paid to any teacher while absent on

either of the above leaves.

702.05 ***Military Leave***

A. In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any regular contract teacher who shall be inducted, called to active duty or who enlists for military duty with any branch of the armed forces of the United States.

B. Any teacher whose teaching services in the Columbus City Schools has been interrupted by active duty service in the armed forces shall be reemployed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code and shall be given full credit on the salary schedule for such service.

C. Military leave shall be granted pursuant to Section 5923.05 of the Ohio Revised Code.

702.06 ***Special Leaves***

In order to accommodate special and clearly defined needs of the Columbus City School District, the Superintendent may recommend that the Columbus Board of Education grant a leave of absence, without pay, to a contract teacher in accordance with the following procedures:

A. The Superintendent shall submit to the Board of Education a statement defining the specific needs of the Columbus City School District that can be accommodated through the granting of such a leave of absence.

B. The Superintendent shall identify and select from the staff of contract teachers such personnel as he/she deems capable of accommodating such needs of the Columbus City School District and shall recommend to the Board of Education that such personnel be granted leaves of absence.

C. The Superintendent shall have discretion to authorize such personnel to accept employment with remuneration paid by an agency other than the Columbus Board of Education during such a leave if, in the judgment of the Superintendent, such employment provides specialized training for such personnel that cannot be obtained in a more feasible manner by such personnel as employees of the Columbus Board of Education.

D. Before such a leave of absence shall become effective, such personnel shall sign a statement indicating their intention to return to the service of the Columbus City School District upon termination of such a leave of absence.

E. Such a leave of absence shall be for a period of up to one (1) full school year. Extension of such leaves shall

be subject to the recommendation of the Superintendent and the approval of the Board of Education.

F. Time spent by personnel on such a leave of absence shall be recognized by the Columbus City School District for salary purposes and shall not affect the tenure status of such personnel.

G. Termination of such a leave shall be effected in writing by the Superintendent.

702.07 ***Special Leave Without Publicly Stated Reasons***

The Superintendent may, in the Superintendent's sole discretion, grant a special leave to a teacher without the reasons being stated in writing. Such a leave, if granted, cannot exceed one (1) school year and, while it will not affect tenure, it will be without pay and, upon return, the teacher will not be entitled to a salary increment. The Superintendent in granting such leave can establish terms and conditions of the teacher's return.

702.08 ***Returning From Leave***

The following provisions apply except as provided in Article 704 entitled "Reductions in Personnel:"

A. A teacher returning from any leave of absence enumerated in Section 702.01 through Section 702.07 of this article shall be placed immediately on the payroll if the termination date is known at the time that the leave of absence was granted. If the termination date of the leave of absence was not known at the time that the leave was granted, the Board will not be required to place the teacher on the payroll until thirty (30) days after the termination date. Said termination date is the date on which the teacher is available for assignment and has so informed the administrator of Human Resources, in compliance with the requirements of the teacher's specific leave.

B. The teacher returning from any leave of absence as enumerated in Section 702.01 through Section 702.07 of this article shall be given the same consideration in assignment as provided teachers in a staff reduction status.

702.09 To accomplish school needs, short-term periods of absence, without loss of pay, may be granted by the Superintendent, to attend local, state and national meetings, to participate in civic activities and to provide community service. Only upon recommendation of the Superintendent and approval of the Board may personnel be reimbursed for expenses incurred in attending such meetings or providing such services.

702.10 Upon written request to the Superintendent, a leave of absence without payment of salary shall be granted to a teacher who has illness in the immediate family. Such

leave shall be granted for the remainder of the semester or school year, or for an entire school year, and may be renewed upon written request. A written request for reinstatement shall be filed with the Superintendent at least thirty (30) days prior to the return to duty of the teacher.

702.11 ***Religious Leave***

A teacher may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday, provided the duly constituted religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body. Requests for such absence shall be made of the Human Resources Department at least five (5) school days prior to the holiday. Such absence shall not exceed three (3) days during the school year, which days shall not be deducted from any other leave.

702.12 ***Personal Leave***

A. Each teacher shall be credited with two (2) personal leave days each school year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave, and unused personal leave days shall be cumulative from year to year. If possible, a teacher will give his/her principal or immediate supervisor twenty-four (24) hours advance notice of his/her intention to take such leave. When a staff member is absent for personal reasons, a report of such absence, signed by the teacher, shall be filed with the principal or immediate supervisor within three (3) days following the last day of such absence or three (3) days after the close of a school year, whichever occurs first. Such report shall contain certification by the teacher that his/her absence was not for one of the reasons proscribed below. The filing of a false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable. The following do not constitute valid reasons for the use of personal leave:
   1. Gainful employment or other income-producing activity;
   2. Any activity in connection with a strike, "study day," "professional holiday," or any other work stoppage or any concerted action related to such activities.

B. For purposes of Section 702.12 (A), a school year is from September 1 to the following August 31. Teachers employed after January 1 in a given school year shall be credited with one (1) day of personal leave in that school year. Teachers employed after April 1 in a given school year shall not be credited with personal leave in that school year.

C. Absence on Saturdays, Sundays, paid holidays and paid non-work days shall not be charged against personal leave.

702.13 ***Jury Duty Leave***

Teachers, upon written request to the Superintendent, shall be eligible for leave for the number of days or partial days needed to accept jury duty. Upon submission of proof of jury service and any funds received for jury service, the teacher shall be paid his/her regular salary for the number of days involved. Such leave shall not be deducted from any other leave.

702.14 ***Association Leave***

The Board shall authorize a pool of up to a total of 215 days of leave with pay per year for the use of members of the bargaining unit who are elected to represent the Association or who are chosen to serve on programs or to represent the Association in any official capacity at meetings, conferences or conventions attended by representatives of the Association. Such leaves will be granted upon written application made not less than five (5) school days in advance to the administrator of Human Resources, and in no event shall more than three (3) teachers be granted such leaves at the same time from any school.

702.15 ***National Service Leave***

A. Leaves of absence for national service programs (Peace Corps and VISTA), without pay, shall be granted to regular contract teachers for a period of one (1) full semester or one (1) full year. Written application for such leave must be filed with the Superintendent no later than two (2) months prior to the beginning of the requested leave period. Credit on the salary schedule shall be given for time spent in teaching while on a national service leave.

B. Termination of a national service leave shall be by written request of the teacher to the Superintendent not less than 120 days prior to the time that the teacher expects to return to duty in the Columbus City Schools. Failure to comply with this regulation shall be deemed an automatic resignation.

C. At the time a teacher returns from national service leave, he/she shall file with the Superintendent official evidence of his/her Peace Corps or VISTA service. Such official evidence is to include dates of service and duty assignments.

702.16 The Professional Leave Committee established by a Memorandum of Agreement in 1986 will continue to

function as set forth in said memorandum and as agreed to by the parties. Further, the Board will provide $200,000 per school year to fund this professional leave provision.

Article 703
Sabbatical Leave

703.01 Upon written application made not later than March 1 of any school year, and with the approval of the Superintendent and the Board of Education, not more than fifteen (15) teachers shall be granted sabbatical leaves for the following school year.

703.02 All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and Board by a committee consisting of three (3) representatives of the Board and three (3) representatives of the Association. The committee shall consider, among other qualifications, the following:

A. The proposed program of the applicant as related to professional graduate study, travel, writing or research.

B. The value of the proposed program to the Columbus City Schools, its pupils and the individual applicant.

C. The applicant's total length of service with the Columbus City Schools.

703.03 Teachers approved for a sabbatical leave will be notified of their approval by April 30 or as soon thereafter as possible. Teachers on a sabbatical leave shall be entitled to a salary equal to the difference between the teacher's regular contract salary in effect at the time the sabbatical leave is approved and the minimum bachelor's degree salary in effect at the time the sabbatical leave is approved.

703.04 A teacher on sabbatical leave will be given an employment contract for the year of leave.

703.05 In order to be eligible for a sabbatical leave, a teacher must have been employed in the Columbus City Schools for at least five (5) years.

703.06 Teachers requesting such leaves must accompany their application with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of his/her leave, a teacher will make a written report to the Superintendent detailing the use which was made of his/her leave. If the leave was granted for graduate study, the teacher will present to the Superintendent a transcript from the university or college attended.

703.07 As a condition of being granted a sabbatical leave, a teacher must agree to teach in the Columbus City Schools for a period of one (1) school year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments received from the Board during the leave period.

703.08 Teachers on sabbatical leave shall be given full credit on the salary schedule for the period of leave.

703.09 All such sabbatical leaves shall be granted in conformity with the provisions of Section 3319.131 of the Ohio Revised Code.

Article 704
Reductions in Personnel

704.01 In the event a reduction in the number of teachers is necessary which requires the Board to suspend contracts, such reductions shall be implemented in conformity with Paragraph (A) below, whether in its present form or as revised in compliance with Paragraph (B) below.

A. When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, a Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

B. During the term of this Agreement, any change to Section 3319.17 of the Ohio Revised Code shall automatically and simultaneously change Paragraph (A) in precisely the same manner without any consultation or agreement by the Board and Association.

704.02 The non-renewal of limited contract teachers resulting from program cancellations or other cutbacks not related to the evaluation or performance of personnel in the bargaining unit shall be accomplished on the basis of seniority in the system within the areas of certification/licensure affected by the reduction. Such teachers shall be considered in a layoff status and shall be recalled in the order of seniority as positions are available in their areas of certification/licensure. Seniority shall be measured from the first day of paid status as a member of the bargaining unit resulting from the most recent employment by the Board of Education without regard for unpaid leaves since such date. In case of a tie, the date of Board action to employ shall further determine seniority for layoff only. The Board shall recall all teachers on layoff sta-

tus in the various areas of certification prior to employment of any new teachers in such certification areas.

Stipulations:

A. In the event two or more teachers have equal seniority, all determinations in the order of non-renewal and recall within the equal group shall be made by the administration. In such event, the administration may give consideration to areas of certification/licensure, to past Columbus teaching assignments, to past teaching experience in other Districts, and to race or sex where staff balance is a consideration.

B. As teaching positions become available, teachers who have been reassigned as a result of the reductions of other personnel, may again be reassigned at the discretion of the Administration to a teaching position more closely conforming to their assignment prior to the reduction transfer. More closely conforming is not intended to include geographical location of assignment.

C. Teachers on layoff status with multiple certifications/licenses who are needed to fill an existing vacancy requiring such multiple certifications/licenses may be considered on a recall list of the teachers on layoff status who have such needed multiple certifications/licenses. Male and female physical education teachers may be considered separately for layoff and recall purposes. Music teachers shall be considered as vocal and instrumental for purposes of layoff and recall (as well as assignment) based upon their election. Current music teachers shall make their election during the fall of 1979 and new employees shall make their election during the first year of employment. Election shall be made on a form which indicates the purposes of the election and which provides for the election of instrumental, vocal or both.

D. Teachers on a layoff status shall be responsible for keeping the administrator of Human Resources informed as to their current address and telephone number. Notification of recall by the administrator of Human Resources shall be to such address, and failure to contact the administrator of Human Resources, within fourteen (14) calendar days of the date of mailing shall remove the teacher from layoff status. The administrator of Human Resources will also attempt a telephone contact of the teacher. Further, failure to accept the offered assignment shall remove the teacher from layoff status. Acceptance of an extra- duty assignment shall not be required as a part of such offered assignment. Teachers on layoff status may work as substitute teachers in the Columbus City Schools without jeopardizing their layoff status.

E. Teachers who are reemployed from a layoff status shall have all seniority rights restored to their status which were in effect on their last date of employment including, but not limited to, salary, transfer and evaluation rights. As an example, a teacher with one year of experience prior to layoff would be given credit for one year of teaching experience on the salary schedule at the time of recall.

F. All rights provided in this provision for teachers on a layoff status shall be limited to thirty-six (36) months.

G. It is understood by the parties that it may be necessary to non-renew a larger number of teachers in various areas of certification/licensure than will ultimately be required. In practice, because non-renewal must occur prior to April 30 for the following school year, and because many resignations and retirements do not occur until after that date, many of the staff members who are notified of non-renewal may be recalled prior to the beginning of the following school year. However, the administration shall have the right to utilize substitute teachers in a limited number of positions during September before determining that such positions will be permanently needed and filled by teachers on a layoff status. In addition, substitute teachers may continue to be utilized in the same manner as in the past. In particular, this would include the use of substitute teachers:
   1. For teachers who are on sick leave;
   2. For the balance of the school year in vacancies occurring during the second semester; and
   3. For the balance of the school year in vacancies occurring throughout the school year provided there is a reasonable expectation that layoffs may be necessary the following September.

H. A teacher on an unpaid leave of absence shall be considered on layoff status if during the period of such unpaid leave the teacher would have been laid off under the provisions of this article had the teacher been on paid status. Further, such teacher shall be returned to paid status after the completion of such leave on the same basis as other teachers on layoff status as provided in this article.

I. A six-member joint Association/Board committee shall be appointed to advise the administration on problems which may result from the implementation of this provision as such problems are identified by the administrator of Human Resources or the Association.

704.03 The non-retention in employment or the reduction of assignment below six (6) hours per day on a regular basis of full-time hourly professional employees (teachers) resulting from program cancellations or other cutbacks shall be accomplished on the basis of seniority among full-time hourly professional employees in the system within the program and area of certification affected by the reduction with the following stipulations:

A. Seniority shall be measured from the first day of paid status in the earliest year of continuous employment by the Board of Education. To qualify as a year of continuous employment, the employee must have worked a minimum of 37 weeks with a minimum of six (6) hours per day on a regular basis during the year.
B. Such teachers shall be considered in a layoff status and shall be recalled in the order of seniority as contract or full-time hourly positions are available for which they are certified. Such teachers as may be recalled to contract teaching positions may, at the option of the Board, be reassigned at the end of the school year to a full-time hourly teaching position.
C. All provisions of Section 704.02 of this article not in conflict with Section 704.03 shall also apply to full-time hourly professional employees.
D. Any full-time hourly professional employee whose assignment is reduced to less than six (6) hours per day on a regular basis shall be considered on layoff status; however, such employee may elect to remain in the less than full-time position without prejudicing his or her rights under 704.03(B) above. ❑

Chapter 800

Article 801
Summer Employment

801.01 Each fall, during the term of this contract, summer school teaching employment for the following summer shall be made available to at least as many teachers as taught during the previous summer school term. Such teachers will receive a separate, supplemental contract for teaching in the summer school at the supplemental rate of pay established in this Agreement. In the event summer school pupil enrollment does not result in the need for all teachers receiving such supplemental contracts, such contracts of such teachers as are not needed will be null and void beginning with the least senior teacher. Supplemental contracts issued in accordance with this provision will contain language clearly establishing the right of the Board to declare such contracts null and void for reasons herein contained.

801.02 The employment of any summer school staff shall be made in accordance with the following:

Priority I. The selection of applicants will be based on seniority within the bargaining unit with the following stipulations:

A. Employed in only one program in the Columbus City Schools during the summer
B. Fully certified/licensed in the area applying
C. Is willing to work the entire term
D. Continuity of programs (classes) from regular school to summer school
E. Have application filled out completely and in by the published deadline
F. The most recent formal evaluation free of unsuccessful ratings
G. Has not taught summer school for more than two (2) of the previous four (4) summers

Priority II. Members of the bargaining unit not meeting all of the stipulations in Priority I will be selected by the Administration to complete the summer school teaching staff.

801.03 Summer school teaching pay shall be in accordance with the supplemental hourly rate of pay established in this Agreement for the number of hours required in the given assignment.

801.04 Each summer school teacher shall have available supplies and equipment in amounts and kinds comparable to the supplies and equipment available to teachers of similar courses during the regular school year.

801.05 Administrative, supervisory and executive personnel will not be assigned to summer school teaching positions if qualified teachers are available to fill such positions.

801.06 Specialized programs or experiences offered in the summer outside the courses of study approved for regular instruction by the Board of Education are not covered by Section 801.02.

Article 802
Use of College Scrip

Scrip shall be issued according to the following priorities and stipulations:

Priority I. Present full-time professional staff members in M.A. or Ph.D. programs who must finish course work during the upcoming quarter or lose credits, and present full-time professional staff members, including vocational teachers, who must attend the university to maintain their present position because of certification/licensure requirements.

Priority II. Professional staff members on sabbatical leaves. (Such staff members shall be given sufficient scrip for full-time attendance, subject to availability.) Priority II also includes certificated staff enrolled in a master's or doctoral program in a college of education.

Priority III. All other applicants, not in Priority groups I and II listed above, shall be considered on the basis of seniority in the Columbus City School System.

Stipulations:

A. A joint Association/Board committee shall be appointed to resolve problems which may arise in the credit bank system and to apply the above-mentioned priorities if limitations or restrictions shall be deemed necessary by the committee.

B. An application form which reflects the above priorities and which indicates whether or not the applicant is an Association member, shall be mutually developed by the parties. Association membership shall in no way relate to the priorities established above.

Article 803
Physical Examination

803.01 The cost of a physical examination of a teacher which is required by the Board shall be borne by the Board of Education. The Board shall have the right to designate the doctor to administer such required physical examination.

803.02 For the purposes of this article, the term physical examination does not include the initial employment physical examination required of all teachers new to the Columbus City Schools.

Article 804
Annuity Programs

804.01 The Board shall continue to provide payroll reductions from the annual salary of any regular teacher for any tax deferred annuity which is available from a company conforming to the Board's General Policies, Tax Deferred Annuities, revised April 1975; provided, however, that no deductions to a company will continue unless at least ten (10) employees have tax-deferred annuity deductions for that company. Any tax-deferred annuity deductions made for employees to a company with fewer than ten (10) employees as of June 1, 2000, shall be discontinued when the deduction contract authorization that is in effect on June 1, 2000, expires or on June 30, 2001, whichever occurs earlier. Members of the bargaining unit may change annuity companies or amounts entirely at the member's discretion.

804.02 The amount of the salary reduction shall be in conformance with applicable laws and rules of the Internal Revenue Service. The amount of the salary reduction shall be agreed to between the member of the bargaining unit and the annuity company. The Association and the member of the bargaining unit shall hold the Board harmless in regard to the amount of salary reduction, provided that the reduction is made in accordance with an amendment to a salary contract signed by the member of the bargaining unit and a representative of the annuity company. The Treasurer shall transmit all such salary reduction funds to the designated companies in accordance with Section 109.03(I)(5) of this Agreement.

Article 805
Disability Insurance Payroll Deductions

A. The Association will indemnify the Board and Treasurer against all liability for all deductions and for all acts of the insurance carrier made in accordance and connection with this program.

B. There shall be a maximum of four (4) options available for election by teachers under this plan.

C. Teachers may not change their status under this program with regard to enrollment and change in option more than once every twelve (12) months. Teachers may enroll or make a change in option on or before October 15. Such enrollment or change in option will become effective the following December 1. In addition, teachers may cancel at any time based on the payroll deduction schedule; however, they cannot re-enroll until the following October 15. A change in the premium rate shall not be considered a change in status under the program. Any and all such changes, except cancellation, must be made at the same time.

Article 806
Health Benefits

806.01 The Board shall provide one or more health benefit plans to teachers. As of January 1, 2010, the only such plans are the Preferred Provider Organization ("PPO") plan and the Exclusive Provider Organization ("EPO") plan. Those two plans, along with the prescription drug plan(s), will remain in effect as they existed in May 2009 until changed by the decision of the Joint CEA/Board of Education Insurance Committee established in Section 806.05 below. The Board will implement best practices at the time they are required by the State's School Employees Health Care Board to be effective.

806.02 During the term of this Agreement, a member of the bargaining unit married to, or the domestic partner of another employee of the Board, both of whom are eligible for the benefits provided in Section 806.01 above and who have no dependents, shall be provided two (2) single plans or one (1) single plus one plan at the option of such employees. In addition, such personnel shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status. If the notification requirement is not met within the thirty (30) day period, family coverage will be effective on the first day of the month following such notification.

806.03 During the term of this Agreement, members of the bargaining unit may elect to enroll in a health maintenance organization offered by the Board as an alternative to the program provided above in Section 806.01. Such election shall be in accordance with the following:

A. The employee shall pay, by the biweekly payroll deduction schedule, the difference between the cost of the health maintenance organization and the Board's cost for such employee coverage as provided in Section 806.04 below.

B. Teachers may change their status under this program with regard to enrollment, withdrawal, or change to other plans during the enrollment period.

806.04 The Board shall contribute the amounts derived from the following percentages toward the monthly funding ("premium") cost for health benefits for one-half time or more teachers and for full-time hourly professional employees based on the "benchmark plan." The "benchmark plan" is the PPO unless and until the plans are changed by the Joint CEA/Board of Education Insurance Committee. If the Joint CEA/Board of Education Insurance Committee offers three or more plans, the "benchmark plan" will be the second to lowest cost plan.

Plan Coverage	*Board Contribution of Benchmark Plan Cost*
Single	90%
Single plus one (except as below)*	90%
Single with spouse or domestic partner enrolling for primary coverage to begin with the 2009–10 contract year or thereafter	70%
Family (except as below)*	90%
Family with spouse or domestic partner enrolling for primary coverage to begin with the 2009–10 contract year or thereafter	70%

*The three-tiered premium structure (adding "single plus one") will take effect January 1, 2010. Teachers who were CEA bargaining unit members in May 2009 shall, so long as they are continuously employed as teachers by the Board, be entitled to enroll a spouse for primary coverage with 90% Board contribution if a "qualifying event" occurs that allows changes in enrollment outside the open enrollment period.

It is the parties' intent to limit health and prescription drug ("insurance") benefit cost increases to less than eight percent (8%) annually. Beginning in the fall of 2009, if the insurance plan consultant recommends increases in per employee per month (PEPM) funding for the calendar year beginning on the next January 1 of eight percent (8%) or more, the Joint CEA/Board of Education Insurance Committee shall determine what plan design changes to make, if any, to bring the PEPM funding increase below eight percent (8%) for the year beginning January 1. The Joint Committee may agree on plan design changes, higher contribution rates or a combination of both. If the Joint CEA/Board of Education Insurance Committee does not make such agreement, the funding increases above eight percent (8%) shall become employee surcharges through payroll deduction in addition to the employee cost for insurance set forth above.

806.05 *Joint CEA/Board of Education Insurance Committee*
The parties agree to continue to maintain a joint insurance committee, consisting of five (5) persons appointed by the Association President and four (4) persons appointed by the Superintendent. The Association President and the Superintendent shall each name a co-chair.

A. Mission: To provide leadership and guidance in the management of the district's health benefits provided for the CEA bargaining unit.
B. Decisions: All attempts will be made to utilize consensus decision making strategies; however, in lieu of such, at least 2/3 vote of the full committee membership will be required to pass a resolution or reach agreement.
C. Scope: The joint committee shall make recommendations to the Board of Education on matters including, but not limited to, plan design, wellness programs, coverage for other members of the teacher's household, funding levels, premiums and employee contribution levels for the CEA bargaining unit. These recommendations, if approved and signed by the CEA President and Superintendent, shall be binding as if negotiated and ratified.
D. Meetings: Meetings will be scheduled as needed by the co-chairs. Each meeting will have a regular recorder (non-voting). A quorum is required consisting of at least three (3) members from the Association and two (2) members from Administration. The joint committee will make recommendations on the selection of providers and consultants.

Article 807
Dental Insurance

During the term of this Agreement, the Board shall continue the current dental insurance program, as specifically modified below, for members of the bargaining unit electing and eligible for such coverage, in accordance with the following provisions and stipulations:

A. The Board shall pay ninety (90) percent of the cost of the unitary rate for regular contract employees employed a minimum of one-half time or more and for full-time hourly professional employees. Such employees shall pay ten (10) percent of the cost of such coverage by the payroll deduction schedule.
B. In the event the Board elects to change the insurance carrier during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.
C. The dental insurance program shall be as follows:
   1. ***Description of Covered Services***
      Subject to the exclusions and limitations hereinafter stated, the following is a brief description of covered dental services when such services are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice:

This program pays the following percent of the Usual, Customary and Reasonable Fees

2. ***Basic Dental Services***
   Preventive: 100%
   Prophylaxis (cleaning, scaling and polishing, not more often than once in any six-month period), topical application of fluoride solutions, space maintainers, oral examinations, and emergency (palliative) treatment.
   Diagnostic: 100%
   X-rays and other diagnostic procedures to evaluate the existing condition to determine the required dental treatment. Also included are diagnostic casts, when necessary.
   Oral surgery: 80%
   Procedures for extractions and other oral surgery, including pre- and post-operative care.
   Restorative: 80%
   Provides amalgam, synthetic porcelain and plastic restorations for treatment of carious lesions. Restorative crowns, onlays and other cast restorations are benefits only when other materials will not satisfactorily restore the tooth.
   Endodontics: 80%
   Procedures for pulpal therapy and root canal filling.
   Periodontics: 80%
   Procedures for treatment of the tissue supporting the teeth.
   Prosthodontics: 50%
   Procedures for construction of bridges, partial and complete dentures.
   Orthodontics: 50%
   Procedures for the correction of malposed teeth.
3. ***Deductible***
   There are no deductibles.
4. ***Maximum Benefit***
   Each eligible patient shall be entitled to a $1,500.00 benefit per calendar year, except that Orthodontics shall be limited to a lifetime maximum benefit of $1,000.00 per patient.
5. ***Exclusions***
   - Dental services which are compensable under Worker's Compensation or other similar laws
   - Surgical services with respect to congenital or developmental malformations and dentistry for purely cosmetic reasons
   - Any prosthodontic service started prior to the date the patient became eligible
   - General anesthesia other than for oral surgery

- Prescription drugs and appliances other than the prosthodontic appliances
- Sealants, oral hygiene instruction and dietary instruction
- Plaque control programs
- Myofunctional therapy
- Treatment for disturbance of the temporo-mandibular joint
- Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion–such procedures include, but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition and restoration of malalignment of the teeth
- All other services not specified.

6. ***Limitations***
   - Full-mouth X-rays are a benefit once in a three-year period.
   - Bitewing X-rays are a benefit once in each six months.
   - Prophylaxis is a benefit once in each six months.
   - Gold restorations are provided when amalgams, silicates or plastics cannot satisfactorily restore a tooth.
   - Prosthodontics and crowns are a benefit once in any five-year period.
   - The allowance for a standard prosthodontic appliance will be allowed toward the cost of an implant.
7. ***Predetermination of Benefits***
   If other than brief and routine dental services are needed, an Attending Dentist's Statement (claim form) listing the proposed services should be submitted to Delta Dental Plan of Ohio in advance of the dentist completing such services. The Predetermination of Benefits procedure will enable Delta Plan of Ohio to verify eligibility and state the amount of benefit payable by your program.

Article 808
Vision Care Insurance

Effective January 1, 1998, or as soon thereafter as feasible, and for the duration of this Agreement, the following vision care coverage shall be provided at Board expense for all members of the bargaining unit.

Prepaid Program

(Provides benefits through participating and non-participating providers)

Participating Providers

Exam .....$10 copayment
Materials .....$10 copayment
Frequency:
Exam .....once every 24 months
Lenses .....once every 24 months
Frames .....once every 24 months
(Subject to plan limitations on participating providers)

Non-Participating Providers

Plan will reimburse up to these levels:

Eye examination	$35
Single-vision lens, up to	$25
Bifocal lens, up to	$40
Trifocal lens, up to	$55
Lenticular lens, up to	$80
Frame, up to	$35
Contact lenses (necessary for vision correction)	$210
Contact lenses (elective)	$105

Services obtained through non-participating providers are subject to the same copayments and limitations as through plan limitations on participating doctors.

Article 809
Term Life Insurance

809.01 The Board shall provide, at Board expense, $50,000 group term life insurance for members of the bargaining unit employed on a full-time basis and shall provide, at Board expense, $25,000 group term life insurance for members of the bargaining unit who are contract teachers employed on a half-time basis or more but less than full time.

809.02 Members of the bargaining unit may elect to buy additional group term life insurance in addition to that provided in Article 809.01. The parties shall provide opportunity for individuals to purchase additional term life insurance in the maximum amount permitted by the carrier. To the extent possible, coverage shall be offered to bargaining unit members without need of physical exams. This additional insurance shall be paid through payroll deduction with the employee paying the total cost of the voluntary additional life insurance, effective January 1, 2010. Election of this additional coverage or deletion of this additional coverage shall be made each year only during the open enrollment period with an effective date of the following January 1.

Article 810
Severance Pay

810.01 Members of the bargaining unit who have been employed by the Board for at least five (5) consecutive years may, at the time of their separation from service with the Columbus City Schools, elect to be paid in cash for the value of their accrued but unused sick leave and

personal leave credit in accordance with Section 810.02 below. The following stipulations shall apply:

A. Only those members of the bargaining unit whose effective date of retirement with the State Teachers Retirement System is no later than one hundred twenty (120) calendar days after the last paid day of service, the last day of an unpaid leave of absence with the Columbus City Schools or while on layoff status as defined in Article 704 of this Agreement, shall be eligible to be paid for such accrued but unused sick leave/personal leave credit.

B. Such payment shall be based on the eligible member's rate of pay at the time of separation.

C. Payment for sick leave and personal leave on this basis shall be considered to eliminate all sick leave and personal leave credit accrued by the eligible member at that time.

D. Such payment shall be made only once to any employee.

E. Such payment shall be made on the first payroll date, if feasible, otherwise the second payroll date, following the effective date of the teacher's retirement with STRS, and in no case will the payment be made outside of the two and one-half month period after the employee's last paid contract day.

810.02 The cash payment to an eligible member or beneficiary receiving severance pay shall be determined by and shall include the following:

A. Fifty (50) percent of the member's accrued but unused personal leave days.

B. The following percentage of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire by February 1 when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department written notice after September 1 and ninety (90) days before the effective date of retirement, when the effective date of retirement is between November 1 and May 31.

Accumulated Sick Leave	***Percentage Applicable to the Specified Number of Days***
0–100	.25%
>100–200	.30%
>200–300	.35%
>300–400	.40%
>400	.45%

C. However, twenty (20) percent of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire after February 1 of a school year when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department less than ninety (90) days notice before the effective date of retirement, when the effective date of retirement is to be between November 1 and May 31. Exceptions to this provision shall be subject to written mutual agreement of the parties.

810.03 Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

Article 811
Voluntary Employee Separation Assistance Plan (VESA)

811.01 The Board of Education shall solicit the written interest of eligible teachers in participating in the voluntary employee separation assistance plan (VESA). The purpose of a separation program is to reduce the average number of years of service for as many employees as possible in order to reduce cost. The program must not add additional costs to the existing budgets. This program can only be offered once in a five (5) year period. This is a special period certain, dollar certain guaranteed annuity. A teacher is eligible to participate if his or her regular teaching salary for the 1997-1998 school year is at least $46,000. By November 10, 1997, the Board of Education shall send a letter inviting each eligible teacher to indicate in writing whether he or she wishes to participate in VESA.

811.02 Individual teachers shall provide their expression of interest in participating in the VESA plan by filing the signed form provided by the Board of Education with the administrator of Human Resources by December 1, 1997. Only eligible participants who file timely completed forms expressing their interest in participating in VESA may participate in the VESA plan. Only eligible participants who file timely completed forms expressing their interest in participating in VESA may participate in the VESA plan workshop(s) given between December 1, 1997, and January 15, 1998.

811.03 A consultant jointly retained by the Association and the Board of Education then shall analyze the cash flow and cost-saving data which will be derived from the timely filed statements of interest and shall provide its analysis to the Association and the Board of Education by December 15, 1997. If that analysis shows a net savings over the next five fiscal years (1999–2003) equal to at

least $5,000,000, the Board of Education shall proceed to implement VESA.

811.04 If the Board proceeds to implement VESA, the Board of Education shall notify eligible employees who timely filed expressions of interest in participating in VESA a written notice containing the following elements on approximately January 15, 1998: (a) confirming the teacher's eligibility to participate in VESA; (b) the Board of Education's intention to proceed to implement VESA; (c) the deadline for the teacher to complete and file the election form for participation in VESA; and (d) that the election to participate in VESA shall include an irrevocable statement of resignation, subject only to Subsection 811.07 below. The notice shall be accompanied by a form to be completed by the employee. The form shall include a statement of the deadline by which the form must be filed with the administrator of Human Resources (that deadline being February 1, 1998) and the fact that filing of the form will constitute an irrevocable resignation, subject only to Subsection 811.07 below.

811.05 The filing of the individual teacher's form electing participation in VESA plan by February 1, 1998, constitutes an irrevocable resignation effective at the conclusion of the 1997–1998 regular teacher work year, unless the Superintendent or designee elects the District's option to extend VESA participation into the 1998-1999 school year under Subsection 811.07 below.

811.06 The Board may limit the number of participants in VESA in the 1997-1998 school year (that is, those whose resignations are effective at the conclusion of the 1997-1998 regular teacher work year) to a total of four hundred (400) teachers. Within that total, the Superintendent may further limit the number of teachers from assigned teaching fields during the 1997-1998 school year who may participate in VESA, after consultation with the Association.

811.07 The Superintendent, by written notice to the Association on or before March 1, 1998, may elect to extend the option for teachers to participate in VESA into the 1998-1999 school year. Teachers eligible to participate in VESA during the 1998-1999 school year shall be those who: (a) filed a timely completed intent to participate form by December 1, 1997; (b) filed a completed election to participate form with the administrator of Human Resources by February 1, 1998; (c) who remained eligible to participate by having a regular teaching salary in 1998–1999 of at least $46,000; and (d) who are precluded from participating in VESA in the 1997–1998 school year because of numerical limits. Such teachers electing to participate in VESA in 1998–1999

must submit a completed election to participate in 1998–1999 form to the administrator of Human Resources by February 1, 1999. The Superintendent may elect to limit participation in VESA to a specified number of teachers from assigned teaching fields in 1998-1999, after consultation with the Association.

Article 812
STRS-Board "Pick-Up"

STRS-Board "Pick-up" shall be implemented and effective beginning with the first pay period of the 1983–84 school year for teachers on pay plans A and B and effective with the pay period beginning September 1, 1983, for teachers paid on a monthly basis. This change in procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as Revenue Ruling No. 77-462 remains substantially unchanged. Teachers are individually responsible for reviewing the relationship between this article and their other tax deferral arrangements, if any.

Article 813
Effective Dates

The benefits provided in Articles 806, 807, 808, and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month indicated on the schedule of payroll and deduction dates on the line corresponding to the first earnings period in which the new employee works. Such benefits shall terminate on the last day of the month indicated on the schedule of payroll and deduction dates on the line corresponding to the last earnings period in which the employee worked. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the schedules above.

Article 814
Cafeteria Premium Payment Plan

Effective with pay dates beginning January 1, 1993, the Board shall sponsor and administer a Cafeteria Premium Payment Plan established in accordance with Internal Revenue Code Section 125 for members of the bargaining unit. Under this plan, all employee payroll deductions towards the premium(s) for health (Article 806), dental (Article 807), vision (Article 808), life (Article 809), and/or disability (Article 805) insurance(s) will be paid into the Cafeteria Premium Payment Plan. It is the intention that such employee payroll deductions will be excluded from an employee's gross income under Section 125 of the Internal Revenue Code. This Cafeteria Premium Payment Plan is provided solely for the purpose of reducing current income tax for members of the bargaining unit who contribute employee payroll deductions for insurance premiums. The

Board will have no liability to the members of the bargaining unit for the tax treatment of such employee payroll deductions, and is assuming no additional portion of the cost of such benefits. This Cafeteria Premium Payment Plan will continue to be sponsored by the Board only to the extent that Section 125 of the Internal Revenue Code or the regulations promulgated thereunder remain substantially unchanged.

Article 815
Employee Assistance Program (EAP)

Within sixty (60) days of the effective date of this Agreement, a committee will be established for the purpose of continuing the development of an Employee Assistance Program (EAP) for all Columbus City School employees. The Association shall have a right to appoint at least as many members to this committee as any other employee organization represented. The committee will oversee the EAP or establish another body which will oversee the EAP. ❑

Notes

Chapter 900

Article 901
Salary Policies

901.01 It is the conviction of the Board and the Association that salaries should be at a level which will enable teachers to assume a place in the community in keeping with the importance of their work and which will provide security for their later years.

901.02 Progress toward maximum salaries shall be made by increments.

A. A full increment shall be granted to members who have served 120 or more school days within a given school year.

B. Those teachers currently employed by the Board who have received credit for partial increment shall continue to receive the amount of that partial increment in effect prior to this Agreement.

C. Salary column placement for training beyond the bachelor's degree shall be effective the earning period following the submission of the required documentation to the Human Resources Department.

901.03 Half-time contract teaching shall qualify for a year of teaching experience for salary credit purposes with the following stipulations:

A. The teacher has served 120 or more school days within each of two school years.

B. The two years being combined shall be for services in the Columbus City Schools.

C. This provision shall be applied to qualifying service provided after July 1, 1983.

901.04 Credit for years of teaching experience outside the Columbus City School District for salary purposes, up to a maximum of five (5) years, shall be granted to teachers with a Trades and Industries certificate who are initially employed to teach under such certificate, in accordance with the guidelines established under Section 904.05. After initial employment, members of the bargaining unit reassigned into a Trades and Industries teaching area or reassigned out of a Trades and Industries teaching area shall not have their outside teaching experience for salary purposes re-evaluated on the basis of such guidelines. This section shall be applicable to all teachers, with a vocational education teaching certificate/license and hire date of July 1, 1992, or later, who are initially employed to teach under such certificate. OWE and OWA shall not be considered a Trades and Industries or vocational teaching area for purposes described in this section. Experience credit for vocational teachers hired on or after July 1, 2000, based upon documented other related employment or related self-employment, up to ten (10) years' experience. If years of experience are used as a substitute for a degree and the teacher subsequently obtains a degree after July 1, 2000, those years of

experience shall be given to the teacher as experience credit on the experience steps.

901.05 Members of the bargaining unit possessing a bachelor's degree and providing service in a Trades and Industries teaching area shall be placed on the 150 Hours and Bachelor's Degree track for salary purposes. OWE and OWA shall not be considered a Trades and Industries teaching area for purposes described in this section.

901.06 Recognition of training shall be on the basis of transcripts of credit.

901.07 Credit for years of public school teaching experience shall be granted in full up to five (5) years and, for teachers hired on or after July 1, 2000, may be granted up to ten (10) years. A "year" shall consist of at least one hundred and twenty (120) days for at least seven (7) hours per day during a school year. Public school teaching experience, for purposes of this provision, shall include teaching experience in all public schools, teaching experience in accredited armed forces and U.S. State Department Dependency Schools, and teaching experience in the Peace Corps and VISTA. Service credit may be given to physical therapists, school social workers, nurses, occupational therapists and speech therapists for private employment or self-employment prior to employment by the Board, with at least eight months' full-time employment or self-employment in a twelve-month period counting as one year.

901.08 Eligibility for the Master's Degree Plus 30 Semester Hours track shall be based on credit earned after the date of the master's degree.

901.09 Eligibility for the Master's Degree Plus 30 Semester Hours track and the Ph.D. Degree track shall be granted for graduate study in the field of education or graduate study which is generally related to the teacher's area of certification.

901.10 The annual contract salary for members of the bargaining unit on teachers' payroll plan A or teachers' payroll plan B shall be divided into twenty-one (21) equal checks for teachers on payroll plan A and twenty-six (26) equal checks for teachers on payroll plan B and such members shall have the option of receiving their checks on plan A or plan B. The confidentiality of individual checks shall be maintained through the use of pay envelopes or other procedures mutually agreed upon by the parties.

901.11 Notwithstanding Article 901, during the term of this Agreement, placement on the salary schedules in Article 902 shall be at the Bachelor's Degree, 2-years experience step, unless and until such time as the training and experience places a teacher at a higher salary. No teacher placed at the Bachelor's Degree, 2-years experience step shall be placed on that step for more than two consecutive school years. Teachers who move to the Bachelor's Degree, 3-years experience column shall be deemed to have 3-years experience when they exit the Bachelor's Degree, 2-years experience step for purposes of future placement in the Bachelor's Degree column but in that column only.

901.12 Teachers paid in accordance with Sections 902.01, 902.05, and 902.09 who are eligible for placement on the Ph.D. track shall be paid 6.4 percent more than the Master's Degree Plus 30 Semester Hours track from the 0-years experience level through the 14-years experience level.

901.13 Teachers shall be paid by direct deposit to a bank, subject to the following:

A. The employee must select at least one (1) but not more than two (2) bank(s), savings and loan(s) or credit union(s) which are members of the Federal Reserve Wire System and willing and able to accept direct deposits.

B. The Board shall furnish the employee with a direct deposit statement of earnings for the pay period.

901.14 Supplemental wages will be included in the regular paycheck. The federal tax deduction will be calculated according to method B for supplemental wages in the *IRS Circular E, Employer's Tax Guide*.

901.15 The Board shall create a special fund for receipt of gifts, donations and grants from persons or organizations for the purpose of rewarding members of the bargaining unit for obtaining new certification or licensure in an area identified by the Human Resources Department as a shortage teaching field. Stipends may be paid from this fund to such members.

Article 902
Teacher Salary Schedules

902.01 Effective August 24, 2009, Teachers, and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

Years Experience	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours
0	30,571	38,358	39,470	42,539	43,345
1	31,799	39,892	41,043	44,227	45,109
2	33,065	41,503	42,692	45,991	46,912
3	34,407	43,153	44,380	47,832	48,753
4	35,750	44,879	46,183	49,750	50,709
5	37,207	46,682	48,024	51,745	52,742
6		48,523	49,942	53,816	54,852
7		50,479	51,937	55,964	57,077
8		52,512	54,008	58,189	59,340
9		54,583	56,156	60,529	61,718
10		56,770	58,419	62,945	64,173
11		59,071	60,759	65,477	66,743
12		61,411	63,176	68,085	69,428
13		63,866	65,707	70,809	72,190
14		66,436	68,354	73,647	75,105

902.02 Teachers and school nurses with a minimum of sixteen (16) years and less than nineteen (19) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have one hundred sixty-three dollars ($163) added to the salary provided in 902.01 above. Teachers and school nurses who had fourteen (14) years of teaching experience, as credited by the Columbus City Schools for salary purposes in the 2008-09 school year, and who have fifteen (15) years of teaching experience at the beginning of the 2009-10 school year, as credited by the Columbus City Schools for salary purposes, shall have one hundred sixty-three dollars ($163) added to the salary provided in 902.01 above.

902.03 Teachers and school nurses with a minimum of nineteen (19) and less than twenty-three (23) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have one thousand four hundred sixty-nine dollars ($1,469) added to the salary provided in 902.01 above. That amount shall be one thousand eight hundred one dollars ($1,801) at the beginning of the second semester of the 2009–10 school year.

902.04 Teachers and school nurses with a minimum of twenty-three (23) and less than twenty-seven (27) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have three thousand seven hundred twenty-four dollars ($3,724) added to the salary provided in 902.01 above. That amount shall be four thousand sixty-six dollars ($4,066) at the beginning of the second semester of the 2009-10 school year.

902.05 Teachers and school nurses with a minimum of twenty-seven (27) and less than thirty (30) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have six thousand eight hundred forty-one dollars ($6,841) added to the salary provided in 902.01 above. That amount shall be seven thousand one hundred ninety-six dollars ($7,196) at the beginning of the second semester of the 2009–10 school year.

902.06 Teachers and school nurses with thirty (30) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have ten thousand one hundred two dollars ($10,102) added to the salary provided in 902.01 above. That amount shall be ten thousand four hundred seventy-two dollars ($10,472) at the beginning of the second semester of the 2009–10 school year.

902.07 Teachers and school nurses with fifteen (15) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, and who are in the Master's Degree, Master's Degree Plus 30 semester hours, or Ph.D. track shall have two hundred dollars ($200) added to the salary provided in 902.01 above.

902.08 The effect of the two different longevity amounts in each of Sections 902.03–902.06 above is that for the full 2009–10 school year the teacher will be paid the salary provided in section 902.01 above and half of each of the particular longevity amounts in the applicable section.

902.09 Effective on the first teacher work day of the 2010–11 school year, Teachers and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

Years Experience	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours
0	31,183	39,125	40,260	43,390	44,211
1	32,435	40,690	41,864	45,111	46,011
2	33,726	42,333	43,546	46,911	47,850
3	35,095	44,016	45,268	48,789	49,728
4	36,465	45,776	47,107	50,745	51,723
5	37,951	47,615	48,985	52,780	53,797
6		49,493	50,941	54,892	55,949
7		51,489	52,975	57,083	58,218
8		53,562	55,088	59,353	60,526
9		55,675	57,279	61,739	62,952
10		57,905	59,587	64,204	65,456
11		60,253	61,974	66,786	68,078
12		62,639	64,439	69,447	70,816
13		65,143	67,021	72,225	73,633
14		67,765	69,721	75,120	76,607

902.10 Teachers and school nurses with a minimum of sixteen (16) years and less than nineteen (19) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have three hundred thirty-two dollars ($332) added to the salary provided in 902.09 above.

902.11 Teachers and school nurses with a minimum of nineteen (19) and less than twenty-three (23) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have one thousand eight hundred thirty-seven dollars ($1,837) added to the salary provided in 902.09 above.

902.12 Teachers and school nurses with a minimum of twenty-three (23) and less than twenty-seven (27) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have four thousand one hundred forty-seven ($4,147) added to the salary provided in 902.09 above.

902.13 Teachers and school nurses with a minimum of twenty-seven (27) and less than thirty (30) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have seven thousand

three hundred forty dollars ($7,340) added to the salary provided in 902.09 above.

902.14 Teachers and school nurses with thirty (30) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have ten thousand six hundred eighty-one ($10,681) added to the salary provided in 902.09 above.

902.15 Teachers and school nurses with fifteen (15) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, and who are in the Master's Degree, Master's Degree Plus 30 semester hours, or Ph.D. track shall have two hundred dollars ($200) added to the salary provided in 902.09 above.

Article 903
Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, effective the first teacher work day of the 2009–2010 school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be $30.02 per hour. Effective the first teacher work day of the 2010–2011 school year, such rate shall be $30.62 per hour.

Article 904
Full-Time Hourly Professional Employees

904.01 During the term of this Agreement, full-time hourly professional employees (other than "tutors" who are governed by Chapter 1000) shall be paid in accordance with the following: (Full-time is a minimum of six (6) hours per day on a regular basis.)

Effective July 1, 2009:

Years of Experience	Hourly Rate
0, 1 or 2	$32.77
3, 4 or 5	33.98
6 or more	35.24

Effective July 1, 2010:

Years of Experience	Hourly Rate
0, 1 or 2	$33.42
3, 4 or 5	34.66
6 or more	35.94

904.02 Full-time hourly professional employees shall be entitled to two weeks of paid vacation annually upon completion of 37 weeks of full-time employment. Full-time hourly professional employees working a minimum of forty-eight (48) weeks per year shall be entitled to three (3) weeks of paid vacation annually after ten (10) years of continuous service. Guidelines for the reasonable use of such vacation shall be developed by the administrators in each of the full-time hourly rate programs in consultation with the Association faculty representative. Such guidelines shall make provisions for requiring the

use of vacation prior to the expiration date of programs where continuation of such programs is not reasonably assured.

904.03 Full-time hourly professional employees shall be provided all the benefits of this Agreement except that leave return provisions shall be dependent upon the continued availability of the program from which the employee took such leave.

904.04 Full-time hourly professional employees shall be granted the following paid holidays at their regular rate of pay: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, one (1) day during spring vacation, Memorial Day, and Independence Day. Such employees shall be paid at their regular rate of pay for "snow days" so long as they were scheduled to work on such days and their school program was canceled by the Superintendent.

904.05 The following guidelines shall be followed in determining teaching years of experience for full-time hourly professional employees:

A. All full-time previous Columbus City School District teaching experience is counted.
B. A maximum of five (5) years experience out of the system with or without a degree.
   1. Includes military service.
   2. Industrial experience can be counted if it is for twelve (12) months per year and above and beyond certification requirements.
C. Full-time teaching experience if it is for 120 days or more per year.
D. Teaching experience in public education institutions, maximum of five (5) years.
E. Teaching in federally funded programs, such as:
   Concentrated Employment Programs
   Neighborhood Youth Corps
   Manpower Development and Training
F. In order to be counted, federally funded programs must meet full-time teaching requirements:
   6 or more hours per day
   5 days per week
   37 weeks per year
G. Substitute teaching in Columbus City Schools if 120 days or more per year.
H. Degree person–recognize and give credit for industrial experience up to five (5) years.

904.06 In the event the Board adjusts the work week for full-time hourly employees so that such an employee works thirty (30) or more hours per week but less than five (5) days per week, such employee shall retain full-time hourly status.

904.07 Each full-time hourly professional employee shall be employed under a limited contract whose duration is at least equal to one (1) school year. Subject to the provisions of Article 401 and Section 704.03 of this Agreement, any such contract shall be deemed renewed for a like term at the negotiated salary unless, on or before a date that is ninety (90) calendar days before the ending date of such contract, the Board gives the full-time hourly professional employee employed thereunder written notice of its intention not to renew same.

904.08 A full-time hourly professional employee who is or becomes eligible for a continuing contract (as established by state law) shall be offered the next regular contract teaching vacancy (for which the teacher is certificated) after the teacher has provided the necessary documentation to the Human Resources establishing such eligibility. If the teacher accepts the vacancy, he/she shall be granted a continuing contract. Rejection of the offered vacancy by the teacher shall permanently terminate the Board's obligation under this section to that teacher. A full-time hourly professional employee who is or becomes licensed in a compulsory school age area may apply for a transfer to such compulsory school age area in keeping with provisions of this Agreement. If such transfer is allowed, such employee shall no longer be a full-time hourly employee.

Article 905
Pay for Extra Duties

905.01 During the term of this Agreement, teachers performing the following extra duty assignments shall be paid in accordance with the following schedule: (Payment shall be made in a single payment as soon as practicable following the completion of the performance of the extra duty. Payments shall be made on the sixth, thirteenth, fifteenth and twenty-first pay dates. Payment throughout each school year shall be determined on the basis of the BA minimum salary in effect on September 1 of each school year.)

A. After four (4) complete years of continuous service in an extra duty position, a teacher continuing in an extra duty position will be paid in accordance with *Step 2* so long as service is continuous. Continuous service shall not be transferable between *Group A* and *Group B*. Teachers providing service under two (2) or more supplemental contracts must provide continuous service under two (2) or more supplemental contracts in order to be eligible for *Step 2* under the additional contract(s).

B. The Superintendent and the President of the Association each shall appoint three (3) persons to a joint committee by thirty (30) days following ratification of this Agreement. The committee shall make decisions by consensus to revise the percentages in the supplemental salary scale contained in this Section 905.01 above based on relative levels of responsibility and number of participants in the three (3) prior school years in the activities and sports. The joint committee shall make its recommendations as soon as reasonably possible. Its recommendations shall not increase the total cost of supplemental salaries and shall include the following supplemental duties: JV Golf, JV Tennis, Middle School Girls Volleyball, Middle School Softball and Middle School Baseball. (The total cost of supplemental salaries may increase through changes in the base salary on which supplementals are calculated.) The recommendations of the joint committee shall be implemented if approved in a written memorandum by the Superintendent and President of the Association.

Assignment	**Step 1**	**Step 2**
Group A	**(%)**	**(%)**
Senior Cheerleader Advisor A (15 hours)	7.23%	8.68%
Senior Cheerleader Advisor B (15 hours)	7.23%	8.68%
Senior Director, Instrumental Music (40 hours)	15.23%	18.13%
Senior Drill Team Advisor A (15 hours)	6.18%	7.18%
Senior Drill Team Advisor B (15 hours)	6.18%	7.18%
Senior Head Coach		
Boys' Baseball* (15 hours)	13.27%	16.17%
Boys' Basketball* (30 hours)	14.45%	17.35%
Boys' Cross Country (30 hours)	10.35%	12.35%
Boys' Football* (96 hours)	19.62%	22.51%
Boys' Soccer (30 hours)	10.35%	12.35%
Boys' Tennis (15 hours)	9.17%	11.17%
Boys' Track & Field* (15 hours)	13.27%	16.17%
Boys' Wrestling* (25 hours)	14.05%	16.95%
Girls' Basketball* (30 hours)	14.45%	17.35%
Girls' Cross Country (30 hours)	10.35%	12.35%
Girls' Gymnastics (25 hours)	9.95%	11.95%
Girls' Soccer (30 hours)	10.35%	12.35%
Girls' Softball* (15 hours)	13.27%	16.17%
Girls' Tennis (30 hours)	10.35%	12.35%
Girls' Track & Field* (15 hours)	13.27%	16.17%
Girls' Volleyball* (30hours)	14.45%	17.35%
Bowling (15 hours)	8%	10%
Golf (30 hours)	10.35%	12.35%
Swimming (25 hours)	9.95%	11.95%

Senior Assistant Coach

Boys' Baseball (15 hours)	9.17%	11.17%
Boys' Football (96 hours)	15.52%	17.52%
Boys' Soccer (30 hours)	8.00%	10.00%
Boys' Track & Field (15 hours)	9.17%	11.17%
Girls' Soccer (30 hours)	8.00%	10.00%
Girls' Softball (15 hours)	9.17%	11.17%
Girls' Track & Field (15 hours)	9.17%	11.17%

Senior Reserve Coach

Boys' Baseball (15 hours)	9.17%	11.17%
Boys' Basketball (30 hours)	10.35%	12.35%
Boys' Soccer (30 hours)	8.00%	10.00%
Boys' Wrestling (25 hours)	9.95%	11.95%
Girls' Basketball (30 hours)	10.35%	12.35%
Girls' Soccer (30 hours)	8.00%	10.00%
Girls' Softball (15 hours)	9.17%	11.17%
Girls' Volleyball (30 hours)	10.35%	12.35%

Freshman Coach

Boys' Baseball	6.00%	7.00%
Boys' Basketball	6.00%	7.00%
Boys' Track	6.00%	7.00%
Boys' Wrestling	6.00%	7.00%
Girls' Basketball	6.00%	7.00%
Girls' Softball	6.00%	7.00%
Girls' Track	6.00%	7.00%

Middle School Coach

Boys' Basketball	6.00%	7.00%
Girls' Basketball	6.00%	7.00%
Soccer	6.00%	7.00%
Track	6.00%	7.00%

Middle School Assistant

Soccer	5.00%	6.00%
Track	5.00%	6.00%

*Credit for continuous service in other *Group A* extra duty positions shall be limited to a maximum of two (2) years.

Assignment **Group B**	**Step 1 (%)**	**Step 2 (%)**
Senior Yearbook Advisor (30 hours)	10.35%	12.35%
Elementary Lunchroom	8.00%	10.00%
Department Chairpersons	8.00%	10.00%
Middle School Activity/Intramural Directors (3)	8.00%	10.00%
Senior Class Advisor	8.00%	10.00%
Senior Drama (by production–2 per year)	4.00%	5.00%
Senior Newspaper or Literary Publication (Limit 1)	4.00%	5.00%
Chess Club Advisor	4.00%	5.00%
Senior Vocal Music	3.50%	4.00%

Elementary Safety Patrol	3.50%	4.00%
Academic Decathlon, Academic League, Mock Trial (Limit 2)	2.80%	3.30%
Middle School Drama (by production–1 per year)	2.00%	2.50%
Middle School Instrumental Music	2.00%	2.50%
Middle School Vocal Music	2.00%	2.50%
Columbus Educators of Tomorrow	2.00%	2.50%

905.02

A. The number of hours indicated in parenthesis after certain positions above represent hours worked in the supplemental position either prior to the opening of the school year, during the winter recess, during the spring recess or after the close of the school year. Included in the indexed rates of pay above is the supplemental hourly rate for such hours of service. Failure to perform such hours of service shall result in a corresponding reduction in pay for the supplemental service.

B. An instrumental music assistant shall be employed for forty (40) hours at the supplemental hourly rate of pay during the two (2) weeks prior to the opening of school to assist the senior director, instrumental music.

905.03 Teachers with the following extra duty responsibilities shall not have more than six (6) daily assignments in addition to a registration period assignment:

Senior Head Coach, Boys' Football
Senior Head Coach, Basketball
Senior Head Coach, Boys' Baseball
Senior Head Coach, Track and Field
Senior Head Coach, Boys' Wrestling
Senior Head Coach, Girls' Volleyball
Senior Head Coach, Girls' Softball
Middle School and Senior Audio Visual Advisor
Senior Instrumental Music Director
Senior Yearbook Advisor*
Senior Newspaper Advisor*
Middle School Yearbook Advisor
Middle School Newspaper Advisor

*English teachers with these responsibilities shall have no more than five (5) daily assignments total.

*A teacher with both responsibilities (yearbook and newspaper) shall have no more than four (4) daily assignments total.

During the off season(s), the principal can assign the coach to other duties in the building during the coach's extra conference period. Such assignments shall not be arbitrary, capricious or vindictive.

905.04

A. Senior head coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants in individual sports are as follows:

Boys' Baseball–15
Boys' Basketball–10
Boys' Cross Country–10
Boys' Soccer–14
Boys' Tennis–10
Boys' Track & Field–15
Boys' Wrestling–15
Girls' Basketball–10
Girls' Cross Country–10
Girls' Gymnastics–7
Girls' Soccer–14
Girls' Softball–15
Girls' Tennis–10
Girls' Track & Field–15
Bowling–8
Golf–7
Swimming–15
Volleyball–12
Middle School Basketball–10
Middle School Soccer–14

1. In the event there are not enough participants for a boys' cross country coach and/or a girls' cross country coach, a co-ed cross country coach shall be authorized with a minimum of twelve (12) participants.
2. In the event there are more than twenty (20) participants in swimming and a minimum of eight (8) boys and eight (8) girls, a head coach is authorized for both boys' swimming and girls' swimming.
3. In the event there are not enough participants to initially qualify for a head coach, the Director of Student Activities: may authorize the appointment of a coach; may authorize the appointment of a coach with a prorated salary based on number of participants and/or amount of season; or may seek alternative options for the students who wish to participate in a particular sport.
4. Students will not be counted in the minimum number of participants for more than one team during the same season. A student may participate in more than one sport in a season and must be listed on the OHSAA eligibility sheet for each sport in which they participate but cannot count as one of the minimum number in more than one sport.

B. Except as provided elsewhere, senior assistant coaches in 905.01 above shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants necessary to qualify for an assistant coach in individual sports are as follows:

Boys' Basketball–15
Girls' Basketball–15
Boys' Soccer–19
Girls' Soccer–19

A senior assistant soccer coach shall be authorized provided the number of participants exceeds **nineteen (19)**. A senior assistant soccer coach and a senior reserve soccer coach shall be authorized provided the number of participants exceeds twenty-eight (28) and there is a reserve team which plays a regular schedule for the season.

C. The number of senior assistant coaches for boys' football shall be determined by the number and types of teams with enough participants to play a regular schedule according to the following:

Varsity team
three (3) senior assistant coaches
Varsity team and reserve or freshman team
four (4) senior assistant coaches
Varsity team, reserve team and freshman team
five (5) senior assistant coaches

D. Senior reserve coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants in addition to those in 905.04(A) and 905.04(B) above in an individual sport are as follows:

Boys' Wrestling–8
Boys' Baseball–10
Girls' Softball–10
Girls' Volleyball–6

E. Freshman coaches, as provided in 905.01 above, shall be authorized provided there are enough freshman participants to field a team and play a regular schedule for the season. The minimum number of freshman participants, in addition to participants indicated in 905.04(B) and 905.04D above, in individual sports are as follows:

Boys' Track–10
Boys' Wrestling–10
Girls' Track–10

F. Middle school coaches, as provided in 905.01 above, shall be authorized provided there are enough partici-

pants to field a team and play a regular schedule for the season. The minimum number of participants necessary to qualify for a track coach is ten (10). An assistant track coach and/or assistant soccer coach shall be authorized provided the number of participants exceeds twenty-five (25).

G. A senior cheerleader advisor shall be authorized provided there are a minimum of eight (8) participants. A senior drill team advisor shall be authorized provided there are a minimum of eight (8) participants. The positions of senior cheerleader advisor A and B, and senior drill team advisor A and B are established to replace a single contract for either activity. A joint Association/Board committee shall be established to clearly delineate the division of the responsibilities for each supplemental contract. A single individual may hold both (fall and winter) positions. Acceptance of either will count as a full year of service and shall not interrupt continuous service within Group A.

H. Additional reserve and assistant coaches may be added where the Board determines the need exists and provided pay is in accordance with Section 905.01 above. In the event the Board elects to initiate any additional ninth grade or middle school interscholastic sports activities, such shall be considered Group A assignments and shall be at a six (6) percent and seven (7) percent rate of pay.

I. Acceptance of a middle school activity/intramural director supplemental contract by physical education teachers shall be a condition of initial assignment and continued assignment of physical education teachers to middle schools. The number of middle school activity/intramural directors at a middle school shall not be reduced below one (1).

J. There shall be six (6) department chairperson positions designated at each regular high school and the Alternative High School except that the position of department chairperson shall not be required where there are less than five (5) full-time equivalent teachers in a given department.

K. To be qualified to hold and fulfill a coach's supplemental contract, the coach's driving record (abstract) must be acceptable to the fleet insurer if the coach is required to drive as part of his supplemental responsibilities. Where appropriate, coaches must have van certification to drive a vehicle that transports students on a non-emergency basis and their drivers' licenses must have acceptable records to the Board's insurer. A teacher who coaches a team where van certification is necessary and who coached that same team in the 2009–10 school year must meet this requirement for the 2010–11 school year.

L. Teachers holding a supplemental contract for elementary safety patrol for the first time must attend an in-service program designated by the Director of Transportation prior to the beginning of the school year. Teachers who hold a contract for this duty and have previously held a contract for this duty must attend the in-service program at least once every four years beginning July 1, 1996.

M. A chess club advisor shall be authorized provided there are a minimum of seven (7) team members and there is participation in all school and district matches and activities.

N. In the event that there are not enough participants for an individual, competitive, same season, sports team of both genders and no full or partial contract is appropriate for one gender:

1. The coach of the gender with adequate participants will provide supervision for the underrepresented gender to enter competitions previously scheduled together.
2. If the number of underrepresented gender brings the combined number of participants above the next threshold for a coaching position such as an assistant coach, that assistant position would be offered to the coach of the underrepresented gender without another posting. In this case, it would be anticipated that both genders would receive coaching.
3. If the number of participants before combination has resulted in an assistant coach under contract, then the contract status of the head coach and assistant coach shall remain in effect.

Article 906
School Psychologists

The work year for school psychologists shall be the regular school year, and the regular contract salary shall be the amount indicated by the individual psychologist's placement on the teacher salary schedule. In addition, each school psychologist shall be offered a supplemental contract for four (4) weeks of extended service–two (2) weeks immediately prior to and two (2) weeks immediately following the regular school year. The pay for such four (4) weeks shall be an amount equal to fifteen (15) percent of the 14-years experience step of the master's degree salary, prorated on a daily basis at the time such extended service is provided. The pay for service provided immediately prior to the school year shall be with the first plan A pay date during the school year,

and the pay date for service provided immediately following the school year shall be the first summer school pay date. An extended work year, in addition to such four (4) weeks, is not prohibited on a voluntary basis.

Article 907
Transportation Mileage Rate

All members of the bargaining unit who must use private transportation to perform their assigned duties will be reimbursed at the rate allowed by the Internal Revenue Service in effect at the time of the travel.

Article 908
Gainsharing

908.01 The term gainsharing as used in this contract is defined as a method of compensation or distribution of funds for the attainment of mutually developed goals and achievements towards the improvement of the education in Columbus City Schools on a building-by-building basis.

908.02 The Board shall set aside $2,174,000 each school year to fund gainsharing and the Performance Advancement System (PAS–Article 910). The amount to be used for gainsharing payments will be $2,174,000 minus the total amount of payments in the fall of a particular school year under Article 910 (PAS). Should the PAS payments total more than $1,000,000, the PAS payments shall be reduced across the board so as to preserve at least $1,174,000 for gainsharing from the total amount of the $2,174,000 fund.

Such amounts will be allocated to particular buildings within the District for their success in meeting goals based on criteria developed by a Joint Gainsharing Committee of CEA and Administration representatives. Gainsharing awards per teacher shall not exceed $1,500 per year. Such committee shall consist of three members selected by the President of the CEA and three members selected by the Superintendent. The development of such criteria shall be accomplished prior to January 15, 2001. The committee shall utilize consensus to arrive at the final findings and guidelines and to convey it to the appropriate administrator for commencement of data collection and implementation. Such criteria will contain measurable objective goals including, but not limited to, graduation rates, student attendance, achievement test scores, standardized test scores, reduction of disturbances to education. Achievement of adequate yearly progress (AYP) shall be a criterion that must be met for a building to qualify. The Joint Committee shall also take into account factors that correlate with high needs, such as but no limited to, the numbers of students in a building on free or reduced lunch, the experience level of teachers and student mobility. The joint committee will also recommend how gainsharing can be extended to teachers-on-special assignment. Guidelines for allocation as per the committee consensus shall be implemented.

908.03 Specific details regarding the annual 908.02 goals to be attained in a given building, and the distribution/use of gainsharing funds attained through the reaching of such goals, shall be determined by consensus in each building by the administration and the ABC. Such issues with respect to teachers not assigned to a building shall be determined by the Joint Gainsharing Committee under Section 908.02 above. The Joint Gainsharing Committee shall determine which schools/teachers will receive gainsharing payments by October 15. Gainsharing funds shall be available for distribution by November 15 based on success in meeting goals in the prior school year. Allocation of gainsharing funds shall be determined by the administrator and ABC by consensus, whose determination of goals and subsequent distribution of funds will thereafter repeat annually as per the preceding stated dates.

Article 909
National Board Certification Stipends

909.01 The Board shall pay a stipend, beyond any stipend provided by the State of Ohio, in the amount of $1,500 annually during the term of this Agreement, beginning with school year 2000–2001, to teachers who obtain National Board Certification before the beginning of a school year. Such NBPTS teachers shall each have the responsibility to provide two (2) staff development presentations during each school year as determined by the Local Professional Development Committee (LPDC) in concurrence with the Superintendent or designee. The LPDC and Administration shall coordinate the delivery of such presentations with the scheduling needs of the teacher and the district.

909.02 A teacher who completes the school year in compliance with Sections 909.01 or 909.02 above shall be paid the appropriate lump sum stipend(s) on the twenty-first pay date.

Article 910
Performance Advancement System

910.01 There shall be a Performance Advancement System (PAS) for individual teachers or groups of teachers who volunteer, based on student achievement and demonstrated accountability for student progress. Beginning in the fall of 2005, qualifying teachers, including each teacher in a group, shall receive $2,500 annually based on achievement results during the previous school year, subject to Section 908.02.

910.02 The Superintendent and Association President each shall appoint four (4) persons to a joint committee which will work to determine the details of this Performance Advancement System and how it will be implemented. The joint committee will continue to determine the details of how PAS will be implemented.

910.03 Upon agreement of the Superintendent and the President of the Association, the joint committee shall meet to consider the relationship between research-based indicators of successful teaching and student achievement.

910.04 "Student achievement and demonstrated accountability for student progress" in Section 910.01 above means: (a) for teachers for whose students "value added" data exists for the school year in question, an average value added exceeding one year per student; and (b) for other teachers, achievement measures as determined by the joint committee. This Article constitutes the agreement of the Association and the Board, and of those teachers who volunteer to participate in PAS, to use value added data or like data related to the particular teacher for purposes of this Article, notwithstanding any other agreement, policy or practice of the Association, the Board and/or the teacher or any other organization.

Article 911
Value Added

911.01 A joint committee is established, consisting of four (4) persons appointed by the Superintendent and four (4) persons appointed by the President of the Association. The committee shall be created August 1, 2005, and shall complete its work by May 1, 2006. The joint committee shall determine an appropriate methodology(ies) to extend the value added progress dimension as defined in O.R.C. 3302.01(K), to as many subject areas and grade levels as possible and to assemble and maintain data on value added to individual students during the 2006–07, 2007–08 and 2008–09 school years.

Article 912
Assignment Stipend

912.01 The purpose of this Article is to improve student achievement at high needs school buildings.

912.02 The parties agree to a $4,000 stipend for each "eligible teacher" who is assigned for a particular school year by the Superintendent/designee to accomplish the purposes of this Article 912. An "eligible teacher" is a bargaining unit member who: (a) files a written statement with the Superintendent/designee by December 1 that he/she is willing to be assigned at the Superintendent's/designee's discretion for the next school year; and (b) is given written notice from the Superintendent/designee by February 1 of his/her acceptance into the assignment program under this Article 912 for the next school year. A teacher may only file a written statement with the Superintendent under (a) if he/she has:

1. At least five (5) years teaching experience;
2. The recommendation of the principal of the building where currently assigned, other administrator or the Association President; and
3. A demonstrated record of student achievement over the last two years by objective measures if available (value added data or similar achievement measurements).

912.03 The Superintendent/designee will base the selection and assignment of individual teachers on the needs of the District and the licensure, experience and demonstrated abilities of the teacher. Assignments shall not be made in an unreasonable, arbitrary or capricious manner. ❑

Notes

Chapter 1000

Article 1001
Definition of Tutors

For the purposes of this Agreement the term "tutors" shall mean the hourly rated tutors who work regularly during the majority of the school year. By definition, such tutors shall be members of the bargaining unit provided they render paid tutorial service during the month of October or who first render paid tutorial service after October and shall remain members of the bargaining unit as long as they render paid tutorial service during each successive month at least through the following May. Those tutors who have rendered paid tutorial service during October and each successive month, at least through the following May, will remain members of said bargaining unit during the months of June, July, August and September provided their employment contracts are not terminated, non-renewed or resigned.

Article 1002
Applicability

The provisions of this Chapter 1000 shall apply only to hourly-rated tutors who are members of the bargaining unit only as a result of such employment. Provisions of this Chapter 1000 shall not apply to hourly-rated tutors who are regular contract teachers or full-time hourly contract teachers otherwise members of the Association's bargaining unit by virtue of Article 101 of this Agreement. Only the provisions of this Chapter 1000, and other provisions of this Agreement which are specifically identified in Chapter 1000 as being applicable to hourly rated tutors, shall apply to such tutors.

Article 1003
Tutor Contracts

1003.01 Tutors shall be offered appropriately worded individual one-year tutor contracts. The regular distribution of tutor contracts shall be on or before June 15 of each year. All tutor contracts shall be deemed automatically nonrenewed as of their expiration date and no action or notification by the Board shall be required in connection with such nonrenewal.

1003.02 The parties shall meet promptly to mutually establish guidelines prior to the start of the 1992–93 school year regarding the assignment of hours, students and buildings to SLD tutors. These guidelines shall take into consideration the current assignment patterns of experienced tutors, but shall be designed to ensure that changing needs of SLD students are met. In the event that some one-year tutor contracts that guarantee pay for five (5) hours per day for each full day for which teachers are paid to assist in meeting these student needs, the award-

ing of such contracts shall be incorporated into these guidelines. In the event some tutors receive such five-hour guarantee contracts, they shall accrue two days personal leave per school year in accordance with all provisions of Section 702.12 and be reimbursed at the transportation mileage rate as established in Article 907 if assigned to more than one school in a day.

1003.03 All tutor contracts, provided in Section 1003.01 and 1003.02 of this article, shall have language mutually agreed to by the Board and the Association.

Article 1004
Progress Reports

1004.01 Tutors shall be required to complete and submit to the classroom teacher, the building principal and the supervisor of the tutorial program written progress reports for each student they tutor no later than one (1) week prior to the last day of each grading period.

1004.02 The form(s) to be used for tutor progress reports shall be mutually developed by the Board and the Association.

Article 1005
Sick Leave

All provisions of Article 701 of the Agreement shall apply to tutors except that a tutor's sick leave shall accumulate at the rate of 4.6 hours for each 80 hours worked, and absences shall be reported on school forms 233 and 265. Sections 701.01B and 701.01C will not apply to tutors.

Article 1006
Personal Leave for Tutors

Beginning with the 2005–06 school year, tutors shall be entitled to personal leave under Section 702.12 except that: (a) they shall be credited with one (1), not two (2), personal leave days each school year; and (b) personal leave cannot be used in the 2005–06 school year. The one (1) day of personal leave earned in 2005–06 shall be credited to tutors and be available for use beginning in the 2006–07 school year.

Article 1007
Calamity Days

Tutors shall be compensated at their hourly rate for hours they were scheduled to work but did not work as a result of schools being closed for a calamity, as with regular contract teachers in the same schools, up to a maximum of five (5) such calamity days in a school year.

Article 1008
STRS Service Credit Reporting

Contingent upon current and continued approval of the State Teacher Retirement System (STRS) of Ohio, tutor work will be reported to STRS in days instead of hours. A day will be reported for each paid day regardless of the number of hours worked.

Article 1009
Insurance and Annuity Programs

1009.01 Eligible tutors may elect the health benefits provided in Article 806 of this Agreement and/or the dental insurance coverage provided in Article 807 of this Agreement. The Board shall pay a proportionate amount of the cost of such insurance as set forth in Section 109.03(I)(18) of this Agreement. The eligible tutor shall pay the balance of the monthly premium by the payroll deduction schedule.

1009.02 In order to be eligible for such insurance, a tutor must have assigned work averaging fifteen (15) hours per week and must continue to be a member of the bargaining unit. Except for tutors newly employed after October, eligibility will be determined during October and November of each year. Initial coverage shall be effective January 1.

1009.03 Election of the coverages must be made during the annual open enrollment period, not to end before November 30 for tutors. A tutor may not change coverages except during the annual enrollment period. If a tutor drops out of a program or misses his/her share of a monthly premium payment to the Board's Treasurer, that tutor cannot re-enroll until the next annual enrollment period.

1009.04 Tutors who are eligible to purchase insurance shall also be eligible to utilize payroll reductions for the purpose of purchasing annuities. The Board Treasurer may establish such rules as he/she deems necessary to govern these reductions.

1009.05 The phrase "assigned work averaging fifteen (15) hours per week" means: To be eligible for insurance, the tutor (except for a tutor newly employed after October) must attain fifteen (15) hours per full work week sometime during the period October and November and most likely will continue to render instruction as a tutor for at least fifteen (15) hours per full work week for the balance of the school year. It does not mean the tutor must average a full fifteen (15) hours per week for all work weeks during the school year. If a tutor is deemed eligible for insurance and later slips below fifteen (15) hours per full work week, that tutor may continue to be provided insurance as set forth in this Article 1007 for the balance of that school year (through August), provided the reduction in hours was not through the tutor's choice (i.e., he/she chooses to drop pupils or declines additional pupils). To be eligible for and to continue such insurance, the tutor must continue to be a member of the bargain-

ing unit as defined in Article 1001. Tutors who avail themselves with insurance coverage provided in Article 1008 and who then become a category of bargaining unit membership other than an hourly-rated tutor will not be subject to Article 806(B) of the Association/Board Agreement.

1009.06 To be eligible for a seventy-two (72) percent Board contribution to insurance as provided in Section 109.03(I)(18) the tutor (except for a tutor newly employed after October) must attain more than twenty-five (25) hours per full work week sometime during the period October and November and most likely will continue to render instruction as a tutor for more than twenty-five (25) hours per full work week for the balance of the school year. It does not mean the tutor must average a full twenty-five (25) hours per week for all work weeks during the school year. If a tutor is deemed eligible and later slips to twenty-five (25) or fewer hours per full work week, that tutor may continue to be provided insurance as set forth in this Article 1008 for the balance of that school year (through August), provided the reduction in hours was not through the tutor's choice, (i.e., he/she chooses to drop pupils or declines additional pupils). To be eligible for and to continue such insurance, the tutor must continue to be a member of the bargaining unit as defined in Article 1001. Tutors who avail themselves with insurance coverage provided in Article 1008 and who then become a category of bargaining unit membership other than an hourly rated tutor will not be subject to Article 806(B) of the Association/Board Agreement.

1009.07 Effective January 1, 1995, the Board shall provide, at Board expense, $20,000 group term life insurance for tutors eligible for enrollment in the Comprehensive Major Medical Insurance Program as defined in Sections 1008.02 and 1008.05 of this Agreement.

Article 1010
Hourly Rate

Tutors shall be paid in accordance with the following rates:

A. Effective the first teacher work day of the 2009–2010 school year:

Years of Experience	Hourly Rate
0, 1 or 2	$30.02
3, 4 or 5	31.06
6, 7 or 8	32.14
9 or more	33.21

B. Effective the first teacher work day of the 2010–2011 school year:

Years of Experience	Hourly Rate
0, 1 or 2	$30.62
3, 4 or 5	31.68
6, 7 or 8	32.78
9 or more	33.87

"Years of Experience" means the number of consecutive years under contract as a tutor in Columbus City Schools.

Article 1011
Salary Experience

A tutor who becomes a regular contract teacher shall be granted up to five (5) years of Columbus teaching experience for salary purposes. In order to qualify for a year of tutor teaching experience, a tutor must have been paid for a minimum of six hundred (600) hours of tutoring in the Columbus City Schools during a single school year. Such tutor teaching experience, up to five (5) years, shall be added to regular contract teaching experience. This provision shall apply to tutors becoming regular contract teachers after July 22, 1987.

Article 1012
Severance Pay

The following percentage of the member's accrued but unused sick leave will be paid if the member gives the Human Resources Department written notice of intent to retire by March 1 of a school year:

Accumulated Sick Leave	Percentage Applicable to the Specified Number of Hours
0–400 hours	25%
>400–800 hours	30%
>800–1200 hours	35%
>1200–1600 hours	40%
>1600 hours	45%

Article 1013
Pay Plan Selection

Beginning with earnings in the 2005–06 school year, tutors who work at least 15 hours per week shall have the options of payroll plan A or payroll plan B in accordance with Sections 109.03(I)(6) and 901.10, provided time sheets are received in a timely manner.

Article 1014
Negotiations Procedures

Bargaining with tutors shall be conducted in conjunction with bargaining on the Agreement covering other members of the bargaining unit and shall follow Section 1201.11 as to impasse resolution.

Article 1015
Other Provisions

The following provisions of the current Agreement shall be considered to be a part of this Chapter 1000: 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 112, 202.05, 401.17, 802, 810 (except 810.02(B)), 813, 901.13, Chapter 1400 (except 1401.03), Chapter 1500. ❑

NEA Members A+ Auto & Home Insurance Program

Chapter 1100

Article 1101
Applicability

This Chapter shall govern "latchkey teachers" who work regularly during the majority of the school year. The parties acknowledge that the Board of Education may create or change the supervisory authority over the latchkey program and latchkey teachers.

Article 1102
Latchkey Contracts

Latchkey teachers shall be offered appropriately worded individual one (1)-year latchkey contracts. The regular distribution of latchkey contracts shall be on or before June 15. All latchkey teacher contracts shall be deemed automatically nonrenewed as of their expiration date and no action or notification by the Board shall be required in connection with such nonrenewal. The Superintendent or designee shall determine the number of latchkey teachers needed. All latchkey contracts shall have language mutually agreed to by the Board and the Association.

Article 1103
Assault Leave

In addition, a latchkey teacher may use up to twenty (20) days of assault leave due to injury resulting from a physical assault on a latchkey teacher which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

A. The latchkey teacher's conduct was within the bounds of general standards of professional behavior;
B. The building administrator or other appropriate administrator was notified as soon as possible of the occurrence;
C. The latchkey teacher submits the certificate required in case of sick leave absence, accompanied by the physician's statement required below;
D. The latchkey teacher provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician;
E. In the event the foregoing conditions are satisfied, none of the first twenty (20) days of absence resulting from such occurrence shall be deducted from the latchkey teacher's accumulated sick leave;
F. Workers' Compensation cannot be received simultaneously with sick leave benefits.

Article 1104
Personal Leave

Beginning with the 2005-06 school year, latchkey teachers shall be entitled to personal leave under Section 702.12 except that: (a) they shall be credited with one (1), not two (2), personal leave days each school year; and (b) personal leave cannot be used in the 2005–06 school year. The one (1) day of personal leave earned in 2005-06 shall be credited to latchkey teachers and be available for use beginning in the 2006–07 school year.

Article 1105
Wages

1105.01 Latchkey teachers shall be paid at the following rate per hour for work time that is authorized and approved by the Supervisor of Early Childhood Education or designee:

Effective Date	Rate
First teacher work day 2009–2010 school year	$30.02
First teacher work day 2010–2011 school year	$30.62

1105.02 Latchkey teachers shall be compensated for the regular scheduled hours on days they were scheduled to work, but did not work as a result of schools being closed for a calamity, as with regular contract teachers in the same schools, up to a maximum of five (5) such calamity days in a school year.

Article 1106
Stretch Pay

Beginning with earnings in the 2005-06 school year, latchkey teachers shall have the options of payroll plan A or payroll plan B in accordance with Sections 109.03(I)(6) and 901.10.

Article 1107
Insurance Programs

1107.01 Latchkey teachers may enroll in the District's dental and/or vision insurance plans during the usual enrollment period. The latchkey teacher shall pay the full cost of the coverage for which she or he enrolls, except for the Board's seventy-two (72) percent share of the cost effective January 1, 2001.

1107.02 Latchkey teachers may enroll in the District's health insurance plans during the usual enrollment period. The latchkey teacher shall pay the full cost of the coverage for which she or he enrolls, except for the Board's seventy-two (72) percent effective January 1, 2001.

1107.03 All insurance benefits provided by this Agreement, if enrolled in by the employee, shall be effective September 1, 1998, based on enrollment between May 15 and May 31, 1998, and for newly employed latchkey teachers on the first day of the month following the second pay date in which the new employee works. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage. Coverage for latchkey teachers electing disability insurance shall be in accordance with the coverage available to other Association bargaining unit(s).

Article 1108
Vacancy Postings

1108.01 Not later than May 20 of each year, the Supervisor of Early Childhood Education or designee will prepare a list of all known vacancies in latchkey teaching positions for the following school year. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs for the following school year.

1108.02 Latchkey teachers desiring to be considered for such vacancies shall apply in writing on forms agreed to between the Board and the Association.

1108.03 Latchkey teachers will receive their assigned schools prior to latchkey orientation in August.

1108.04 Prior to a reassignment recommendation, a conference involving an administrator and latchkey teacher shall be conducted where the concerns may lead to such recommendation shall be discussed.

Article 1109
STRS Payments

Contingent upon current and continued approval of the State Teachers Retirement System (STRS) of Ohio, latchkey work will be reported to STRS in days instead of hours. A day will be reported for each paid day regardless of the number of hours worked.

Article 1110
Professional Behavior

A latchkey teacher shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, or be dismissed or terminated during the term of his/her individual contract without just cause. Any such action shall be subject to the grievance procedure set forth in this Agreement, except that any failure to reemploy a latchkey teacher for another school year shall not be grieved with non-compliance with this paragraph cited as a claimed violation. The grievance and arbitration process supersedes and replaces any and all Ohio statutory provisions and procedures on discipline, dismissal or termination for cause, just cause or good and just cause.

Article 1111
Other Provisions

The following provisions of the current Agreement shall be considered a part of this Chapter 1100: Articles 101, 102, 103, 104, 105, 106, 107,108, 109.01, 109.0(A), (B), and (D), 109.03(A–H), (I)(1–9) and (11–17), 109.06, 109.08, 109.11, 109.12, 110, 111, 112, 202.05, 403, 404.01, 404.06, 404.07, 701.01(A), (B), (D), 701.02(A), (B), (C), 701.03, 701.04, 701.05, 701.06(A), (B), (C), (F), 802, 803, 804, 805, 810, 812, 815, 816, 901.13, 1401 (except 1401.03 and 1401.06), and Chapter 1500.

Article 1112
Agreement

This Chapter is the entire agreement between the parties with respect to latchkey teachers. ❑

Notes

Chapter 1200

Article 1201
Instructional Support Substitutes

A. The Board, beginning with the 2000-01 school year, shall hire up to thirty (30) instructional support substitutes, who will be assigned as needed by the Superintendent or designee. These substitutes shall be bargaining unit members employed on one-year limited contracts that automatically expire at the end of the school year.

B. These substitutes shall be paid a per diem rate based on the BA-2 year's experience annual salary multiplied by seventy-five (75) percent divided by 178 workdays. The Board shall pay fifty (50) percent of the cost for enrollment in insurance under Articles 806, 807, 808, and 809.

C. These substitutes shall earn and may use three (3) days of paid leave for illness, injury, death in family or personal reasons. The CEA and Board will cooperate in recruiting persons for employment as instructional support substitutes.

D. Other provisions of the current Agreement shall be considered to be part of this Chapter 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 112, 202.05, 401.17, 802, 813, 901.13, 901.14, Chapter 1400 (except 1401.03), Chapter 1500.

Note: The Instructional Support Substitutes will be trained in the reading initiatives to provide continuity of instruction. ❑

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Chapter 1300

Article 1301
Part-Time Employees

1300.01 The Board recognizes the Columbus Education Association as the exclusive representative of part-time employee positions that are scheduled for more than twelve (12) hours each week and that require licensure from the Ohio Department of Education ("part-time teachers"), excluding substitutes, administrative, supervisory management-level positions.

1300.02 Such part-time teachers shall be employed exclusively on one-year limited contracts. Evaluation of part-time teachers is not required pursuant to Article 401, and the one-year limited contracts of part-time teachers may be non-renewed by written notice to the employee by April 30 of any school year. Part-time teachers shall be considered "as needed" employees, and the Superintendent or designee may modify or reduce their work hours and assign them based upon need as determined from time to time by the Superintendent in her/his sole discretion. The evaluation and employment contracts of part-time teachers are governed solely and exclusively by this Chapter 1300, which specifically and expressly supersedes and replaces Sections 124.39, 3319.08, 3319.11, 3319.16, 3319.17, 3319.111 and 3319.141 of the Ohio Revised Code.

1300.03 The following provisions, and only the following provisions of this Agreement, apply to part-time teachers: Articles 102, 103, 104, 105, 106, 110, 111, 112, Section 109.02 and Section 109.03(A–H). This Chapter 1300 eliminates and supersedes any and all past practices of the parties or either of them existing prior to or as of the 2009–10 school year with respect to part-time teachers. ❑

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Chapter 1400

Article 1401

Columbus City Schools
2009–2010 School Calendar

School Month	M	T	W	T	F	Holidays in School Year	Prof. Mtgs. & Records Day	Teacher-Parent Conference	Days of No School	No. Days Schools Open
Aug 24–	24	25	26	27	28		2			
Sept. 18	31	1	2	3	4					
	(7)	8	9	10	11	1				
First	14	15	16	17	18					17
Sept. 21–	21	22	23	24	25					
Oct. 16	28	29	30	1	2					
	5	6	7	8	9					
Second	12	13	14	15	16		1			19
Oct. 19–	19	20	21	22	23					
Nov. 13	26	27	28	29	30					
	2	3	4	5	6					
Third	9	10	11	12	13					20
Nov. 16–	16	17	18	19	20					
Dec. 11	23	24	[25]	(26)	[27]	1		1	1	
	30	1	2	3	4					
Fourth	7	8	9	10	11					18
Dec. 14–	14	15	16	17	18*	(*Winter recess–Dec. 19–Jan. 3 inclusive)				
Jan. 15	4	5	6	7	8					
	11	12	13	14	15					15
Total	**(First Semester)**					2	3	1	1	88
Fifth	(18)	19	20	21	22	1				4
Jan. 25–	25	26	27	28	29					
Feb. 19	1	2	3	4	5					
	8	9	10	11	12					
Sixth	[15]	16	17	18	19			1		20
Feb. 22–	22	23	24	25	26					
Mar. 19	1	2	3	4	5					
	8	9	10	11	12					
Seventh	15	16	17	18	19					20
Mar. 22–	22	23	24	25	26					
Apr. 16	29	30	31	1*	[2]				1	
	[5]	[6]	[7]	[8]	[9]				5	
Eighth	12	13	14	15	16					14
Apr. 19–	19	20	21	22	23					
May 15	26	27	28	29	30					
	3	4	5	6	7					
Ninth	10	11	12	13	14					20
May 17–	17	18	19	20	21					
June 4	24	25	26	27	28					
Tenth	(31)	1	2	3	4	1	1			13
Total	**(Second Semester)**					2	1	1	6	90
TOTAL	(Both Semesters)					4	4	2	7	180
	(Teacher Contract Year)									195

Symbols:
- ◯ Holiday
- △ Professional Meeting/Records Day (pupils not in attendance)
- □ Days of No School
- ⬡ Parent Conference Day

By majority vote of full-time teachers assigned to a building, with the concurrence of the building principal, the date(s) and schedule for Parent-Teacher Conferences may deviate from this schedule (with an equal total amount of time). If so, all teachers in that building must comply with selected schedule and date(s). Once the schedule has been determined, that practice shall continue until changed by majority vote with concurrence of the principal.

*Schools will close 1/2 hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed one hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 24 and August 25 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. **The annual school open houses will be held during the month of September**. October 16 is set aside as a day when each school principal and staff may plan for a staff development activity. Staff members would have an opportunity to plan, confer, consult or interact as a means of establishing an improved school atmosphere. Individual staff members are free, however, to attend the Capital Day rather than their own school staff function if they so choose. In schools where no staff development program is planned, the individual staff member must choose to participate in a staff development activity at the local building or some other designated place, approved by the principal, or to attend the Capital Day.

Notes

ARTICLE 1402
2009–2010 School Calendar

First Semester

Begins	Aug. 24, 2009
Professional Meeting	Aug. 24, 2009
Professional Meeting	Aug. 25, 2009
Students Report	Aug. 26, 2009
Kindergarten Orientation	Aug. 26–28, 2009
Labor Day	Sept.7, 2008
Capital Day	Oct. 16, 2009
Parent Conference Day	Nov. 25, 2009
Thanksgiving Holiday	Nov. 26, 2009
Thanksgiving Friday	Nov. 27, 2009
Schools Close ½ hour early	Dec. 18, 2009
Winter Recess	Sat., Dec. 19, 2009–Sun., Jan. 3, 2010
School Resumes	Jan. 4, 2010
First Semester Ends	Jan. 15, 2010

Second Semester

Martin Luther King Day	Jan. 18, 2010
Begins	Jan. 18, 2010
Parent Conference Day	Feb. 15, 2010
Schools close ½ hour early	Apr. 1, 2010
Spring Recess	Fri., April 2–Sun., Apr. 11, 2010
School Resumes	Apr. 12, 2010
Memorial Day	May 31, 2010
Last Day Student Attendance	June 3, 2010
Records Day	June 4, 2010
Second Semester Ends	June 4, 2010

Pay for Days Schools Are Not In Session

Aug. 24, 2009	Professional Meeting
Aug. 25, 2009	Professional Meeting
Sept. 7, 2009	Labor Day
Oct. 16, 2009	Capital Day
Nov. 26, 2009	Thanksgiving Holiday
Nov. 27, 2009	Thanksgiving Recess
Jan. 18, 2010	Martin Luther King Day
Apr. 2, 2010	Spring Recess
Apr. 5, 2010	Spring Recess
Apr. 6, 2010	Spring Recess
Apr. 7, 2010	Spring Recess
Apr. 8, 2010	Spring Recess
Apr. 9, 2010	Spring Recess
May 31, 2010	Memorial Day
June 4, 2010	Records Day

Article 1403

2009–2010 Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees

Reporting Periods		Pay Dates			Deductions & Entitlements									
					Insurance, Annuities, TBS, OTTA & Bonds		Month of Insurance Coverage	Organizational Dues		Agency Fees		Charities*	
From	Through	Plan A		Plan B	A	B		A	B	A	B	A	B
Aug. 15	Aug. 28	Sept. 11		Sept. 11	1	1							
Aug. 29	Sept. 11	Sept. 25	(A)	Sept. 25	2	2	October						
Sept. 12	Sept. 25	Oct. 9		Oct. 9	3	3		1	1				
Sept. 26	Oct. 9	Oct. 23		Oct. 23	4	4	November	2	2				
Oct. 10	Oct. 23	Nov. 6		Nov. 6	5	5		3	3				
Oct. 24	Nov. 6	Nov. 20		Nov. 20	6	6	December	4	4			1	1
Nov. 7	Nov. 20	Dec. 4		Dec. 4	7	7	January	5	5			2	2
Nov. 21	Dec. 4	Dec. 18		Dec. 18	8	8		6	6			3	3
Dec. 5	Dec. 18	Dec. 31	(B)	Dec. 31	9	9	February	7	7			4	4
Dec. 19	Jan. 1	Jan. 15		Jan. 15	10	10		8	8	1	1	5	5
Jan. 2	Jan. 15	Jan. 29		Jan. 29	11	11	March	9	9	2	2	6	6
Jan. 16	Jan. 29	Feb. 12		Feb. 12	12	12		10	10	3	3	7	7
Jan. 30	Feb. 12	Feb. 26		Feb. 26	13	13	April	11	11	4	4	8	8
Feb. 13	Feb. 26	Mar. 12		Mar. 12	14	14	May	12	12	5	5	9	9
Feb. 27	Mar 12	Mar. 26		Mar. 26	15	15		13	13	6	6	10	10
Mar. 13	Mar. 26	Apr. 9	(C)	Apr. 9	16	16	June	14	14	7	7	11	11
Mar. 27	Apr. 9	Apr. 23		Apr. 23	17	17		15	15	8	8	12	12
Apr. 10	Apr. 23	May 7		May 7	18	18	July	16	16	9	9	13	13
Apr. 24	May 7	May 21		May 21	19	19		17	17	10	10	14	14
May 8	May 21	June 4		June 4	20	20	August	18	18	11	11	15	15
May 22	June 4	June 18	(C)	June 18	21	21	September	19	19	12	12	16	16
June 5	June 18	–	(C)	July 2		22			20				17
June 19	July 2	–	(C)	July 16		23			21				18
July 3	July 16	–	(C)	July 30		24			22				19
July 17	July 30	–	(C)	Aug. 13		25			23				20
July 31	Aug. 13	–	(D)	Aug. 27		26			24				

* Charities: United Way, UNCF and I Know I Can

(A) Tutors will receive their first pay on September 25, 2009. Deductions for insurance and annuities will be made from the 20 scheduled pays remaining.

(B) Statements will be sent to home addresses on Dec. 31, 2009.

(C) Statements will be sent to home addresses.

(D) Statements will be mailed to home to accommodate retirements, resignations and building changes.

NOTE: The open period for pay plan changes is April 1–August 27, 2010, at 5 p.m. The teacher pay plan change form is available in the schools, from the payroll office or on the CCS Intranet.

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Chapter 1500

Article 1501
Procedures for Professional Negotiations

1501.01 ***Exclusive Representative***

The Exclusive Representative shall mean the teacher organization recognized by the Board as the Exclusive Representative of all teachers of the Columbus City School District, for purposes of professional negotiations. Such Exclusive Representative shall, for purposes of professional negotiations, represent all teachers regardless of their membership or lack of membership in such teacher organization, and shall represent all teachers equally without regard to their race, creed, color, national origin, sex, age or marital status. The Association will comply with all federal, state and local fair employment laws.

1501.02 ***Scope of Negotiations***

A. The scope of bargaining between the Board and the Association shall be as established by Section 4117.08 of the Ohio Revised Code. Section 4117.08 provides as follows:

1. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.
2, The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.
3. Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:
   a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
   b. Direct, supervise, evaluate, or hire employees;
   c. Maintain and improve the efficiency and effectiveness of governmental operations;
   d. Determine the overall methods, process, means, or personnel by which governmental

operations are to be conducted;

e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
f. Determine the adequacy of the work force;
g. Determine the overall mission of the employer as a unit of government;
h. Effectively manage the work force;
i. Take actions to carry out the mission of the public employer as a governmental unit. The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

B. During the term of this Agreement, any change in the Ohio Revised Code which modifies the scope of bargaining hereunder shall automatically and simultaneously change the scope of bargaining, as provided in paragraph A above, in the same manner and without consultation or agreement by the Board and the Association.

1501.03 ***School Calendar***

The school calendar shall be subject to negotiations and notwithstanding any other provision of this chapter, bargaining the school calendar for the school year immediately following the expiration of a collective bargaining agreement will commence no later than March 16 prior to the expiration of said agreement. If the parties are unable to reach agreement by April 1, on a school calendar for the subsequent school year, the parties mutually agree that the Board may adopt a calendar for the coming school year provided the adopted calendar is in compliance with the following provisions:

A. Pupil attendance days do not exceed 181
B. Teacher duty days do not exceed 185, including Capital Day.
C. The first teacher duty day is not prior to August 25, and the last teacher duty day is not after June 10, (the first teacher duty day shall not be prior to September 1, and the last teacher duty day shall not be after June 17 if the first teacher duty day begins after Labor Day).
D. A winter intermission starting before December 24 and ending after January 1

E. Any such school calendar will also include:
   1. Labor Day as a paid holiday
   2. Thanksgiving and the Friday immediately following as paid holidays
   3. Martin Luther King's observed birthday as a paid holiday
   4. A spring intermission of six (6) paid school days of which five (5) shall be consecutive days
   5. The observed Memorial Day as a paid holiday
   6. 195 contract days

Collective bargaining for school calendars other than for the school year immediately following the expiration of a collective bargaining agreement are not subject to this section, but are subject to bargaining in accordance with other sections of this article.

1501.04 ***Joint Negotiation Committee***

No more than nine (9) representatives or designees of the Board, the Superintendent or his/her designated representative, and no more than ten (10) representatives named by the Exclusive Representative shall comprise a joint committee for the purpose of negotiating. All negotiations shall be conducted in executive session and exclusively between said representatives or designees. In addition, each team of representatives or designees shall be authorized to admit no more than two observers at one time to such meetings. Such observers, if any, shall be designated prior to each Joint Negotiation Committee meeting and shall be without the right to speak or to otherwise comment to either party during said meetings.

1501.05 ***Good Faith Bargaining***

Good faith bargaining shall mean the obligation on all parties to deal openly and fairly on all matters being negotiated in a sincere effort to reach a mutual understanding and agreement on such matters, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

1501.06 ***Days***

Days shall mean calendar days.

1501.07 ***Meetings***

Negotiation Meetings–Upon written request of the Exclusive Representative made not less than fifteen (15) days and not more than thirty (30) days prior to March 15, the Board President or his/her designated representative shall call for the initial meeting of the Joint Negotiation Committee to take place not later than March 15, giving due notice of time and place. The purpose of this initial meeting shall be for establishing agenda items for subsequent meetings, and for the handling of administrative details. Thereafter, negotiations meetings shall be

held at such times and places as are agreed to by the members of the Joint Negotiation Committee. Negotiation meetings shall be held as often as necessary between March 15 and June 1. In the event the members of the Joint Negotiation Committee are unable to reach agreement by June 1, negotiations shall be suspended for approximately forty-five (45) days. Negotiations shall resume after July 15.

In the event an existing agreement between the Board and the Exclusive Representative expires at a time other than immediately prior to the beginning of a school year, negotiations on a new agreement shall begin and the initial meeting shall be held no less than three (3) months and no more than four (4) months prior to such expiration date. The above provisions notwithstanding, the parties may negotiate at such other dates as may be established in any agreement or memorandum of the parties.

In the event an agreement is reached, it will continue in full force and effect for its established term, and no further negotiations will take place between the parties until the schedule provided above, except for interim negotiations which may occur as provided elsewhere in these procedures.

Negotiation meetings shall not be conducted during the regular school day.

1501.08 ***Exchange of Information***

The Board agrees to furnish the Exclusive Representative, upon written request, through a person designated by the Superintendent, with such relevant information as is currently available which will assist the Exclusive Representative before and during negotiations, before and during any impasse procedures, and during implementation of negotiated agreements. Likewise, the Exclusive Representative agrees to furnish the Board or their representatives, upon written request, such relevant information as is currently available before and during negotiations, before and during any impasse procedures, and during implementation of negotiated agreements.

1501.09 ***Consultants***

Notwithstanding any other provision of this Agreement, up to two (2) consultants at any one time may be called upon by either party for advice and information on matters being considered by the Joint Negotiations Committee and may participate in the negotiations. The expenses of such consultants shall be borne by the party retaining them.

1501.10 ***Agreement***

When an agreement is reached, it shall be reduced to writing by the Joint Negotiation Committee and be submitted to the Exclusive Representative and, if approved by such Exclusive Representative, thereafter to the Board.

1501.11 ***Impasse***

This section provides a mutually agreed to dispute settlement procedure which supersedes the procedures contained in Ohio Rev. Code §4117.14. If the parties have not reached agreement by May 15 of the year in which this Agreement expires, they shall request the services of the Federal Mediation and Conciliation Service. If there is no agreement by June 15, the parties may, by mutual agreement, agree to submit the unresolved issues to advisory fact-finding, using procedures like those of R.C. 4117.14(C). The fact-finder may be mutually selected or, if there is no mutual agreement, may be selected from a list supplied by the American Arbitration Association. In the event there is no new agreement by June 30, or within seven (7) days of the rejection of a fact-finding report by either party, whichever is later, then the procedures set forth herein are deemed exhausted and the parties shall have their respective rights under law, including the Association's right to strike upon ten (10) days notice in accordance with R.C. 4117.14(D)(2) and 4117.18(C).

1501.12 ***Rights of Individuals and Minority Organizations***

Individuals and minority teacher organizations may present their views and recommendations in writing to the Superintendent on or before January 1 in any year in which negotiations are to be held; however, professional negotiations shall be conducted only with the recognized teacher organization. A copy of such views and recommendations shall be filed concurrently with the Treasurer of the Board of Education.

Article 1502
Interim Negotiations

1502.01 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

1502.02 Upon written request of the Exclusive Representative, the Board President, or his/her designated representative, shall call for the initial meeting of the Joint Negotiation Committee for the purpose of interim negotiations to be held not later than fifteen (15) days after receipt of such written request. Negotiation meetings shall be held as often as necessary pursuant to procedures

set forth in 1201.07; however, the last negotiation meeting shall be held not later than fifteen (15) days after the first meeting. In the event the members of the Joint Negotiation Committee are unable to reach agreement during the period of interim negotiations, all unresolved issues will be submitted to final and binding arbitration.

1502.03 At the last negotiations meeting, the Joint Negotiation Committee will request the American Arbitration Association to submit to them a list of qualified arbitrators. The American Arbitration Association shall be instructed to submit the list within ten (10) days of the date of request. Within three (3) days of the receipt of such a list, the Board and the Exclusive Representative shall select the arbitrator by alternately striking names from the list submitted. The arbitration shall be held in accordance with the rules of the American Arbitration Association.

1502.04 There shall be no interim negotiations during the term of this Agreement except as provided in Section 1502.01 of this Article. In the event additional funds from the state require mandated raises for members of the bargaining unit, the salary increases herein provided shall be considered to be a result of such mandated raises and any such stipulated raises that require the Board to exceed the salary levels provided herein in any given year shall not result in increasing the salary levels provided in the succeeding year(s).

Article 1503
Reform Panel

1503.01 The Reform Panel shall facilitate the implementation of (a) initiatives directed at the improvement of teaching and learning conditions in the District, (b) requests for variances that may be submitted by school-based shared decision-making cabinets, and (c) instructional and curricular recommendations that may be made by committees created by the panel. The panel shall operate as a joint committee as provided in Article 506 of this Agreement.

1503.02 The panel shall have the authority to grant and cancel variances to this Agreement and shall have the authority to require variances in practice in one or more schools. The panel may grant variances for a specific period of time; if not, the variances shall continue until changed. School-based shared decision-making cabinets may apply for renewal of variances which are scheduled to expire. Approval by the panel shall require a majority vote of the panel membership. Such approval shall not be unreasonably denied. Variances from this Agreement shall also require the approval of the Superintendent and Association President.

1503.03 All new programs or other initiatives approved by the panel which may result in variances in practice and all variances and all cancellations of variances approved by the panel shall be in writing and shall be signed by the panel chairperson, the Association President and the Superintendent. Any internal processing requirements by the separate parties prior to panel approval shall be left to the separate parties.

1503.04 The panel shall establish application forms and procedures for requesting variances. Such procedures must not require a majority vote by teachers in a building in support of the variance exceeding two-thirds (2/3). Such procedures must be consistent with this Agreement. In addition, to assist in the work of the panel, it shall form and direct committees, including a committee on state-mandated Competency Based Education. If a request for a variance has sufficient support from the building, the requested variance shall be added to the Reform Panel agenda for the next meeting.

1503.05 Notwithstanding Section 202.02 of this Agreement, if there is a panel-authorized shared decision-making cabinet in a school, the Association Building Council shall continue to perform the duties and functions of the ABC as provided in this Agreement, except when any of those duties and functions are assumed by such cabinet and the ABC has been so advised by the cabinet. In such a school, the ABC shall be made up of the elected teacher members of the cabinet and the Senior Faculty Representative, who shall serve on both. The cabinet shall have no authority with regard to the PAR Program.

1503.06 The panel shall begin operations with the ratification of this Agreement and shall continue in effect with full authority as provided herein and without regard to the term of this Agreement, until either party notifies the other in writing of its desire to terminate the panel. In the event of such notification, as with the PAR Panel, the authority of the Reform Panel shall be terminated thirty (30) days after such notification. All variances to this Agreement in effect at the time of termination shall be automatically canceled as shall all variances in practices required by the panel except those related to the implementation of state-mandated Competency Based Education or other legally mandated programs.

1503.07 During the thirty (30) day period between notification of cancellation and termination, the panel shall make every effort to provide for an orderly transition period by attempting to minimize problems resulting from the cancellation of variances. The parties recognize that educational sensibility and personnel considerations will not permit some variances to be phased out during

this thirty (30) day transition period. No later than the date of termination of the panel, the Board will provide the Association with a timeline for completing the cancellation of any variances that cannot sensibly be completed during the thirty (30) day transition period. In addition, representatives of the Board and Association shall meet promptly and as necessary to discuss such orderly transition and to determine if the parties wish to retain any of the variances. Any variances to this Agreement which the parties wish to maintain must be processed as amendments to this Agreement.

1503.08 The Reform Panel shall be co-chaired by the Association President, or designee, and the Superintendent, or designee. The Reform Panel shall be made up of an equal number of Association representatives and Administration representatives. ❑

Chapter 1600

Article 1601
Amendment Procedures

The President of the Association and the Superintendent may meet privately during the term of this Agreement for the purpose of discussing the amendment of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment will be referred to the Joint Negotiation Committee and, if the amendment is mutually agreed upon by the joint committee, it will be submitted for ratification by the Board of Education and a policy-making body of the Association. No public discussion or disclosure of the desire for amendment shall take place prior to or unless mutually agreed to be submitted to the Joint Negotiation Committee.

Article 1602
Applicable State Law

1602.01 In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

1602.02 The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117 shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

Article 1603
Duration of Agreement

This Agreement supersedes the Agreement which expires on August 30, 2009, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on August 24, 2009, and shall continue in full force and effect until midnight August 20, 2011.❑

In witness whereof the parties have caused this Agreement to be executed on the day and year first mentioned above.

Board of Education of the Columbus City School District	The Columbus Education Association
By	By
Carol Perkins President	Rhonda Johnson President
Gene T. Harris, Ph.D. Superintendent	Sally Oldham CEA Vice President
Cynthia Picciano, Human Resources Executive Director of Human Resources	Deborah Huffman-Mirib Chairperson
Gregory B. Scott Chief Negotiator	Richard L. Logan Chief Negotiator

Part II

Memoranda of Agreement

Memorandum of Agreement

Between Columbus City Schools and the Columbus Education Association (February 2006)

Article 211

Whereas in response to the planned closure of twelve buildings, the implementation of alternative student schedules at the high school and middle school, and the implementation of a Limited Separation Plan, the Columbus City Schools Board of Education and the Columbus Education Association have agreed that staff reductions, as part of Article 211 of the current collective bargaining agreement, shall be performed as follows for the staffing of the 2006-2007 school year:

1. When a building is being closed and students reassigned to other existing buildings, the entire staff of the building being closed will be automatically staff reduced and participate in the normal 211 interview process.
2. When two buildings are being merged, the staff of both buildings will be merged and treated as one staff for purposes of staff reduction. When the building to which the staff are being merged will be on a balanced calendar, all staff must agree with their signature to accept the terms of the balanced calendar. Refusal to accept the terms will result in a voluntary staff reduction.
3. When a building is being closed and moved into a "swing" space, the building will be subject to the normal staff reduction process identified in Article 211.
4. All special education units will be transferred in whole to their new locations and not subject to this agreement as it affects regular classroom personnel. Normal staff reduction rules shall apply.
5. As previously agreed, staff that bid to an assignment during the March 2004 211 process will be automatically staff reduced.

Memorandum of Agreement

Between Columbus City Schools and the Columbus Education Association (January 2006)

Employee Separation Plan

Whereas the Columbus City Schools Board of Education passed a resolution on October 12, 2005, to offer to employees a Limited Separation Plan in response to budgetary and operational needs, the Columbus City Schools Board of Education and the Columbus Education Association have agreed to enter into this Memorandum of Agreement modifying Article 810.02(B) and Article 811 of the current collective bargaining agreement:

Article 810
Severance Pay

810.02 (B) Shall be modified such that the March 1 deadline specified shall be extended through the period of open enrollment during the one-time offering of the Limited Separation Plan (LSP) noted in Article 811. For those choosing to enroll in the LSP, the severance benefits described shall be combined with the separation incentive and paid out as described in the LSP Plan Document, a cash payout is not an option.

Article 811
Limited Separation Plan (LSP)

811.01 The Columbus City Schools Board of Education is offering a Limited Separation Plan to staff in order to address budgetary and operational needs going into Fiscal Year 2007. Eligibility, timing requirements, and plan design benefits are contained in the LSP Plan Document as approved by the Board of Education, except as modified in Article 811.02-811.08. The Board's adoption and offering of the LSP is not an on-going contractual obligation.

811.02 Those completing forms by April 12, 2006, will have until April 19, 2006, to rescind their contracts in accordance with the Plan Document, after which time their enrollment becomes binding, irrevocable and enforceable by the Board of Education.

811.03 Individual teachers who enroll in the LSP enter into an agreement with the Board of Education to have their separation performed in accordance with the terms specified in the individual contract and as specified in the LSP Plan Document.

811.04 All teachers who enroll in the LSP agree to an irrevocable resignation effective on or before June 30, 2006, unless the district informs the teacher before May 31, 2006, of its intent to exercise the operational needs provision in the LSP extending the teacher's commitment for up to one year, while remaining eligible for the full benefits of the LSP in accordance with the Plan Document.

811.05 The district further intends not to rehire any teacher who resigns under the LSP except as may be required within areas of critical shortage and jointly agreed to by the Superintendent and the Association.

811.06 For those employees who provide evidence of 29 or 34 years of documented and funded service with STRS as of June 30, 2006, the district shall make available the opportunity for that employee to reach 30 or 35 years respectively and still be eligible for the full LSP benefit, provided the employee announces their effective retirement date during the open enrollment period.

811.07 In teaching areas where the number of participants exceed the number identified to be released by June 30, 2006, the most senior employees will have preference with

the exception of those participants identified in 811.06.

811.08 By mutual agreement, Administration and CEA can identify eligible participants for early departure outside of the limits and other parameters identified in this memorandum.

Memorandum of Agreement

Elementary Lunchroom Duty
(September 29, 1986)
(Amended May 29, 2003)

Based on the recommendations of the Joint Committee formed to conduct a study and feasibility of utilizing the supplemental contract approach to elementary school lunchroom supervision, the following guidelines and stipulations are accepted:

A. The duties and responsibilities of the lunchroom duty teacher shall continue to be the general supervision of pupils in the lunchroom. Lunchroom duty is exercised under the general supervision of the principal.
B. A supplemental contract shall be issued for one school year or the balance of a school year. The supplemental service may be provided by two teachers on a 50 percent basis for each. The lunchroom duty supplemental contract shall be administered in a manner consistent with Article 905 of the current Board/CEA Agreement. Pay shall be at the 8.00% rate and shall be paid in two equal amounts on the thirteenth and twenty-first pay dates. The number of lunch periods necessary to accommodate the students in a building shall be determined by the principal. There shall be one supplemental contract for each lunch period (which may be shared by two teachers).
C. An Instructional Assistant(s), if assigned to lunchroom duty, will work in cooperation with and under the supervision of the lunchroom duty teacher. The number of assistants assigned will be determined by the principal. This program is not intended to reduce the assignment of assistants in the lunchroom.
D. Teachers accepting the lunchroom duty supplemental contract shall not claim a violation of Section 302.02 as a result of duties connected with such supplemental service.
E. Lunchroom duty teachers shall be included equally in number on the roster for duties assigned to other staff members. Supplemental contract lunchroom duty teacher(s) shall not be assigned other duties during the regularly scheduled lunch period.
F. Lunchroom supervision shall be rotated equally among the staff as a regular duty without extra pay when the paid lunchroom duty teacher is absent. In the event of extended absence by the lunchroom duty teacher where there is not a shared contract, a second contract can be issued for the prorated amount with a corresponding reduction in the original contract. An extended absence is one that lasts or is expected to last beyond one rotation of the staff on lunch duty.
G. Elementary principals will be promptly provided with a description of this program and directions regarding the securing of volunteers for the lunchroom duty supplemental contract. Principals will select a teacher(s) from among the volunteers and forward the name(s) for appointment. In the event there are no volunteers in a school, lunchroom supervision will continue to be assigned as an unpaid duty.
H. During the 1986–1987 school year, the Joint Committee will continue to monitor the program and will make whatever changes they determine are needed. Late in the school year, the Joint Committee will make recommendations to the Superintendent and the CEA President regarding any changes that should be made and specifically recommending continuation or termination of the lunchroom duty supplemental contract program. The Superintendent will discuss these recommendations with the CEA President prior to making a decision regarding the continuation or termination of the program.

Signed by John E. Grossman for CEA and Charles C. Hall for the Board

Updated language agreed to on May 29, 2003, by Mary Thomas for the Board and Rhonda Johnson and Bob Buelow for CEA.

Memorandum of Agreement

Joint Committee on Evaluation

By September 15, 2003, the parties will create a joint committee to review and revise the evaluation procedures and forms by May 15, 2004, for implementation in the 2004–05 school year.

PAR Panel

The PAR panel will develop procedures for building principals to make interim reports to the PAR panel.

Memorandum of Understanding

Joint Committee on Sick Leave Bank

The catastrophic illness/injury joint committee under Section 701.07(B), by December 2004, will study and consider a sick leave bank.

Memorandum of Agreement

Eight-Period Day in High Schools

The Columbus Board of Education and the Columbus Education Association, which are parties to a collective bar-

gaining agreement effective until December 31, 2004, agree upon this Memorandum as an addition to terms set forth in the collective bargaining agreement: Effective for the 2003–2004 school year, all high schools in the Columbus City Schools District, with the exception of Fort Hayes Arts and Academic High School, Eastmoor Academy and Columbus Alternative High School, shall institute a student day consisting of eight (8) 50–55 minute periods. No teacher shall be assigned more than five periods of instruction per day. In the event any school or teacher elects to deviate from this schedule, the school must first obtain approval from the Reform Panel. This schedule shall only be effective district-wide for the 2003–2004 academic year.
Signed by Greg B. Scott for the Board
Signed by Richard L. Logan for CEA

Memorandum of Agreement

In connection with the settlement of a new Agreement between the Board of Education and the Columbus Education Association effective August 25, 1986, certain table agreements and commitments were made. They are as follows:

A. The objection filed with the State Employment Relations Board on behalf of the Columbus Board of Education with regard to the inclusion of tutors in the CEA bargaining unit will be withdrawn and no further objections, in any form, will be filed on behalf of the Board of Education. Should SERB, at a future date, include tutors in the current teacher bargaining unit, the Board and CEA agree that bargaining after such inclusion between the Board and CEA will establish whatever contractual provisions are applicable to tutors and that none of the provisions of the August 25, 1986, Board/CEA Agreement will automatically apply to tutors.
B. The six full-time hourly professional employees currently teaching at the North Education Center in the daytime high school program will be offered regular teaching contracts for the 1986-87 school year. The board will not establish new full-time hourly positions in this program. The parties recognize that the work year for teachers in this program will be somewhat different from the regularly adopted school calendar. The total number of work days will not exceed the number in the adopted calendar.

Memorandum of Agreement

The President of CEA and the Superintendent will appoint committees made up of an equal number of teachers and administrators for the purposes outlined below. The size, specific responsibilities, and any timeline expectations of each committee will be determined by the President and the Superintendent and communicated to each committee.

A. A professional leave committee will be formed to develop and administer a professional leave program for the members of the bargaining unit. The Board will provide up to $100,000 per year for FY 1987, 1988 and 1989. The purpose of this leave program is to improve the professional performance of teachers. The funds provided shall be used to support activities directed toward this purpose. As an example, the funds may be used to pay for registration at a conference, related out-of- town travel expenses and the cost of classroom substitute teachers but shall not be used to pay the teacher for attending a conference.
B. A committee will be formed to conduct a study and a pilot program designed to assess the desirability and feasibility of utilizing the supplemental contract approach to elementary school lunchroom supervision.
C. A committee will be formed to study the feasibility and desirability of providing tape recorded, telephone answering service for the use of teachers in reporting their expected absence from work.

TO: The Columbus Education Association
FROM: Office of Contract Relations
SUBJECT: Citywide Program Delineation Limited to Section 211.03 (C) (7) of the Board/CEA Agreement
DATE: September 1, 1983 (amended June 3, 1992)

Elementary Field Librarians
Certified Librarians serving several assigned elementary schools.
(Note: Does not include catalog or resource librarians assigned to 17th Library)
Elementary School Counselors
Certified Guidance Counselors serving in public elementary schools regardless of funding.
(Note: Does not include NPSS Counselors)
School Social Workers
All visiting teachers
Professional Specialists
Professional specialists working in Evaluation Services
Special Education Consultants
(Separate programs as listed below)
A. *Hearing Handicapped*
B. *Orthopedically Handicapped*
C. *Visually Handicapped*
D. *Multiple-Severe Handicapped*
E. *Severe Behavioral Handicapped*

F. *Developmentally Handicapped*
G. *Specific Learning Disability*

Work Study Coordinators
(Separate programs listed below)
A. *Hearing Handicapped*
B. *Orthopedically Handicapped*
C. *Developmentally Handicapped*

School Nurses
(Note: Does include NPSS funded nurses)
Staff Development/Human Relations
Psychologists
(Note: Does include NPSS funded)

Memorandum of Understanding

Discussions within the bargaining process during August, 1983, provided the following clarifications of the Board/CEA Agreement of September 1, 1983:

A. The Agreement does not provide just cause protection for a teacher who is nonrenewed in accordance with the procedures provided in Section 401.03.
B. With regard to the interpretation of Article 101, a cadet principal, released full time from a regular classroom teaching assignment, is not a member of the bargaining unit.
C. Section 204.04 provides that full-time hourly-rated teachers and those members of the bargaining unit not assigned to a regular school staff shall have a regular work day not to exceed eight (8) hours. This language is interpreted to mean that full-time hourly-rated teachers do not have a lunch period included in such eight (8) hours. Teachers not assigned to a regular school staff have a lunch period included in such eight (8) hours so that such teachers' actual required work day shall not exceed seven and one-half (7 1/2) hours.
D. The change in Section 901.03 permits the combining of two (2) half-time years for one (1) year of salary experience credit, provided the years being combined occur after July 1, 1983. Such years may be combined even if they are separated by a leave, a break in service, or by a year of full-time service. Previously, the two years being combined had to be consecutive years of service.

Memorandum of Agreement

High School Task Force Recommendations

As a result of the High School Task Force report, the Board approved a variety of personnel staffing recommendations subject to financing and accommodation of the recommendations within the bargaining process. The parties agree that the staffing patterns included in these recommendations will be implemented, subject to the passage of an operating levy.

The staffing levels will be determined by the Reform Panel.

Discipline Task Force Recommendations

The student discipline recommendations arising from the current Blue Ribbon Discipline Task Force and the Task Force on Discipline Intervention Strategies will be referred to the Reform Panel for review and possible implementation.

Teacher Interns

In the event a teaching intern program at a local university materializes and subject to passage of an operating levy, representatives of the parties will establish the hours, salaries and other terms and conditions of employment for Teacher Interns. The Reform Panel will oversee the implementation of the Teacher Intern program. It is agreed that Teacher Interns will be considered a CEA bargaining unit position. This Memorandum of Agreement entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 26, 1989.

Memorandum of Agreement

All rates of pay established by the Board/CEA Agreement originally scheduled to expire August 27, 1989 which are in effect on the date of this memorandum shall continue in effect until modified by the Board/CEA Agreement which goes into effect on June 26, 1989.

Memorandum of Agreement

The adult education program in the Columbus City Schools is currently under review. In the event adult programs at North High School are phased out or relocated in other schools, the following stipulations shall control:

A. In the event of the intact relocation of a full-time adult program, the teacher shall have the right to relocate with the program.
B. In the event a current full-time adult program is relocated and will include both adult and compulsory age students, the current full-time hourly teacher shall have first right to the teaching position if there is a vacancy.
C. Full-time hourly teachers who are relocated and assigned to teach classes of compulsory age students shall be given a regular teaching contract.
D. Full-time hourly teachers who are relocated and assigned to teach classes of adult students or classes including both adult and compulsory age students will be given a regular teaching contract if it is a school year program and will be given a full-time hourly contract if it is a calendar year program. In either case, the class load will be similar to what existed in the North High School adult program rather than the conventional high school

or career center with compulsory age students.

E. All assignments above are subject to appropriate certification.

F. Full-time hourly teachers shall continue to have all rights provided in the Agreement.

This Memorandum of Agreement entered into in connection with the settlement of complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 26, 1989.

Memorandum of Agreement

Extra Kindergarten Conference Time

Full-time kindergarten teachers who teach two sections of regular half-day kindergarten and who conduct more than twenty-five (25) parent conferences in connection with the scheduled fall parent conference day shall be granted one-half day additional released time in connection with the spring parent conference day for conducting parent conferences. The date for this extra half-day for parent conferences in the spring will be scheduled by the principal in consultation with the kindergarten teacher. The usefulness of this program will be monitored by the Reform Panel.

Elementary Special Education IEP Day

Elementary special education teachers will be given one (1) released day each school year to facilitate the completion of the IEPs in a timely manner. The released day is a regular work day and will be scheduled by the administration with prior notification of the date to the special education teachers.

This Memorandum of Agreement entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 26, 1989.

Memorandum of Agreement

Additional Teacher Inservice Days

The Reform Panel will consider and may recommend the possible addition of one or more teacher inservice days to the 1993–94 and 1994–95 school calendars.

Parent Conference Days

High school/career center parent conference days will be piloted during the 1992–93 school year. The usefulness of this program will be monitored by the Reform Panel who will make recommendations for continuation or discontinuation of the program in future school years to the Superintendent. Additionally, the Reform Panel will monitor the placement of the second parent conference day on President's Day to make recommendations for the

future placement of parent conference days to coincide with state holidays.

Student Transfers

Except for unusual circumstances, no student will be given a change in building assignment for disciplinary and/or adjustment reasons more than once during a school year. Assignment to the I-PASS Center and approved parental/guardian transfer requests are excluded from this provision.

Elementary Interim Reports and Grade Cards

The completion date for handwritten elementary grade cards or interim reports to parents shall be no sooner than three (3) school days prior to distribution.

Alternative Schools

In the event the Board adopts a substantially different student assignment plan, alternative school programs may be relocated, restructured, expanded, and/or eliminated as required by the Board adopted plan.

Evaluation Forms and Syllabus

A joint CEA/Board Committee will be formed to recommend changes in the current teacher evaluation form and accompanying Syllabus.

Elementary Art, Vocal Music and Physical Education Programs

The Reform Panel will continue to study art, music, and physical education staffing patterns in elementary alternative schools and make recommendations regarding the equability of services in all elementary schools within the current staffing allocation.

Job Postings

To improve communications with teachers regarding teacher vacancies, the parties will mutually develop a process to facilitate the posting of jobs which are required to be posted during the school year and in the summer. This process will not interfere with the regular May 20 posting of vacancies and will not require the posting of jobs that have not been posted in the past.

Community Education

A school/community task force shall be formed, by mutual agreement of the parties, to review the current Community Education Program and to make recommendations to the Reform Panel concerning the future direction of the Community Education Program.

Bargaining Unit Seniority

Administrators returning to the teachers' bargaining unit shall have their bargaining unit seniority determined by the length of service as a member of the bargaining unit from their most recent date of employment by the Board.

Cafeteria Premium Payment Plan

As soon as the Board determines it is feasible and practi-

cable they shall expand the Cafeteria Premium Payment Plan as defined in Article 813 of the June 3, 1992, CEA/Board Agreement to other allowable flexible spending accounts in accordance with Internal Revenue Code Section 125. In the event a third party administrator is required to administer an expanded Cafeteria Premium Payment Plan, such third party shall be mutually selected.

Payroll Deductions for Tutors

In the event there are insufficient funds in a tutor's paycheck for the full monthly premium for medical and/or dental insurance as provided in Section 1008.01 of the Board/ CEA Agreement of June 3, 1992, it shall be the tutor's responsibility to submit the required amount to the Board's Treasurer by the first of each month of coverage.

This Memorandum of Agreement entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 27, 1992.

Memorandum of Agreement

This Memorandum of Agreement is entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 27, 1994.

Innovative Programs

The parties reaffirm their support for innovative programs developed cooperatively by individual school staffs. The Reform Panel will continue to assist schools in removing barriers to school reform through careful consideration of variances from state law, board policy, contract provisions, and administrative practice.

Teacher Inservice

A joint CEA/Board committee will be formed to examine teacher inservice needs and recommend strategies to meet those needs. This examination will include a review of the effectiveness of inservice opportunities currently provided through early release, substitute teacher coverage, and voluntary paid and unpaid evening and summer programs. Recommended strategies may include the addition of one or more teacher inservice days to the school calendar and inservices outside the teacher workday that teachers are required to attend.

Notification of Eligibility of Continuing Contract

The current Notification of Eligibility for Continuing Contract form will be modified to reflect a March 1 application deadline.

Adjustment to Comprehensive
Major Medical Insurance Program

The Board will adjust the Comprehensive Major Medical Insurance Program to include coverage for one (1) routine mammogram per year at the usual, customary and reasonable charge. The next revision of the Major Medical Program Benefits Handbook will reflect such change.

Distance Education

A joint CEA/Board committee will be formed to develop guidelines, review the system's practices, continuation, and/or expansion plans in the utilization of distance education through telecommunications and multimedia technology. Such recommendations will reflect the parties continued recognition of the importance of personal interaction between student and teacher to the learning process.

Professional Behavior

A joint CEA/Board committee will mutually develop a more clearly defined progressive discipline process for teachers. This process may include a variety of options. Any additional disciplinary option shall meet the test of just cause and shall not be arbitrarily or capriciously applied.

Letter of Understanding

This letter of understanding is entered into on August 25, 2000, in connection with the agreement between the Columbus Education Association and the Columbus Board of Education.

1. The reserve pool of substitute teachers needs to be referenced in the recognition Article of the contract.
2. The Board will comply with all language of the contract that is not changed in this round of negotiations, including Article 208.
3. Item six (6) on page nine of the training manual for Article 211 shall be rewritten to read: "mutual agreement by Personnel Director and CEA regarding a philosophical difference or health and safety.
4. The parties will make grammatical and punctuation changes to the contract that do not change the meaning.

Letter of Understanding

Teacher Retiring & Re-employment

The Ohio Revised Code requires a break in service and a two (2) month waiting period prior to re-employment. Agreement to waive this requirement is a matter to be addressed by the State Teacher Retirement System and the teacher.

1. **New Employment Application**

   The Board of Education retains the right to decide whether to hire a retiree and that decision will be made on a case-by-case basis. Teachers who retire and

desire to be considered for reemployment in CCS shall complete a new employment application and provide the required employment application materials specified by the Human Resources Department.

2. **Teaching Experience & Salary Schedule Placement**
   Teachers who are selected for reemployment may be granted up to 10 years of outside teaching experience credit for placement on the teacher salary schedule. Former CCS teachers may be granted full credit for CCS teaching experience for placement on the teachers' salary schedule**.** In no event will a retired CCS employee be re-employed and placed on the salary schedule beyond the year 14 step in the salary schedule.
3. **Health Insurance**
   Teachers may purchase CCS health insurance coverage provided they authorize payroll deductions for health insurance premiums consistent with Board policy and practices.
4. **Sick Leave**
   No sick leave carryover from previous employment shall be permitted.
5. **Severance Pay**
   No severance pay eligibility exists for rehired retirees.
6. **Individual Employment Contract**
   Retirees who are rehired shall be granted a limited teaching contract. Retirees shall not be eligible for continuing employment contracts after retirement.
7. **Severance Benefits**
   810.02 Effective November 30, 2001, the cash payment to an eligible member or beneficiary receiving severance pay shall be determined by and shall include the following:
   A. Fifty (50) percent of the member's accrued but unused personal leave days.
   B. The following percentage of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire by March 1, when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department written notice after September 1 and ninety (90) days before the effective date of retirement, when the effective date of retirement is between November 1 and May 31.

Accumulated Sick Leave	***Percentage Applicable to the Specified Number of Days***
0–100	25%
>100–200	30%
>200–300	35%
>300–400	40%
>400	45%

   C. However, twenty (20) percent of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire after March 1 of a school year when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department less than ninety (90) days notice before the effective date of retirement, when the effective date of retirement is to be between November 1 and May 31. Exceptions to this provision shall be subject to written mutual agreement of the parties.

After June 8, 2001, but prior to November 30, 2001, an employee shall give the Human Resources Department as much written notice as possible.

Signed by Rick Logan and by Ernest Blanden (May 5, 2001)

Memorandum of Understanding

Health Insurance Contributions

The Columbus Education Association and the Columbus Board of Education agree to the following understanding on the implementation of Articles 806(A) and 806(F)(5) of the Contract, from January 1, 1999, forward:

> The Board's ninety percent (90%) contribution to the cost of employee group health insurance is benchmarked to the cost of the preferred provider organization plan. The dollar amount derived from that calculation is applied to other plan options that are offered, not to exceed the total cost of enrollment in a particular option. Such dollar amount is the "Board defined dollar contribution."

Memorandum of Agreement

Early Separation Plan

The parties agree to offer an Early Separation Plan (ESP) in the 2005–06 school year, similar to that offered in the 2003–04 school year. The minimum payable incentive shall be $50,000 and shall be made available to employees with a base annual salary of at least $60,000 in the 2005–06 contract year. Administration may limit participants to the number necessary to avoid layoffs and contingent upon staffing needs.

Memorandum of Agreement

Funding of Deficit

1. The parties acknowledge that the District's health insurance fund is running a deficit. Part of that deficit is the

result of the District's failure to make contributions to the fund in certain years for members on payroll plan A during periods of time when they were not receiving the five additional pays provided under Plan B. This portion shall be referred to as "Board Share" underfunding. Another part of the deficit is due to underfunding the plan's liability for claims. This portion shall be referred to as "Underfunding." The final portion of the deficit is due to the lack of a sufficient funding of the "Incurred But Not Reported" liability, otherwise referred to as the "Reserve."

2. The Board is responsible for funding 100% of the "Board Share" and 90 percent of the "Underfunding" and "Reserve" portions of the deficit. Employee's are responsible for 10 percent of the "Underfunding" and "Reserve" portions of the deficit, specific to each plan.
3. The plan approved by the Board provides for the funding of the employee portion of the deficit in the form of a surcharge over three (3) years specific to the "Reserve" amount, and six (6) years specific to the "Underfunding" amount. The surcharge will be separate from the base premium established to fund current plan expenses. Annual increases will apply only to the base premium necessary to fund current plan expenses and not be calculated upon the surcharge amounts. Surcharges will terminate upon fulfillment of the responsibility.
4. The health benefits premium rates and employee and Board shares as presented to the CEA bargaining team on June 1, 2005, shall be implemented July 1, 2005.

Letter of Agreement

Implementation of CEA Contract Sections 208.11 and 401.02

This letter is created to memorialize the agreement of the Columbus Board of Education and the Columbus Education Association about implementation of an alternative educational program for chronically disruptive students and a revised evaluation process for teachers. Neither party nor their members, employees or agents may file an unfair labor practice charge, grievance, or complaint of any kind based on an alleged failure to implement an alternative education program under Section 208.11 or a revised evaluation process under Section 401.02. The parties agree that both efforts are integral to improvement of Columbus City Schools. The CEA President and the Superintendent agree to fully support these efforts through the timely appointment and providing of resources to committees working on these tasks.

Memorandum of Understanding

Professional Learning Community

This letter is to affirm the agreement of the Columbus Superintendent and the Association President made at the Panasonic LAP Institute in April of 2005. Upon the ratification of the 2005 Collective Bargaining Agreement, the Superintendent and the Association President will serve as leaders of the Professional Learning Community of the Columbus City Schools.

Memorandum of Understanding

District Forms

A joint committee consisting of two (2) persons appointed by the President of the Association and two (2) persons appointed by the superintendent shall take responsibility for making District forms available online, starting with Human Resources forms. The committee shall take into account all security and privacy provisions as required by HIPAA and other federal laws.

Memorandum of Agreement

Community School Staffing

Whereas the parties to this agreement reaffirm their support for innovative programs; and

Whereas the Board of Education of Columbus Public Schools (CPS) has reviewed and approved the chartering of specific community schools that meet its standards; and

Whereas community schools may contract with Columbus Public Schools to provide teaching staff as well as Human Resource and Payroll Services,

Now, therefore, the parties to this agreement agree as follows:

1. All teaching staff provided to community schools will be employees of Columbus Pubic Schools and members of the Columbus Education Association (CEA) bargaining unit.
2. Twenty percent of the teaching positions at district sponsored community schools will be made available to staff employed at regular CPS schools. These members must be selected via interview by the community school administration or board. Only the Articles addressing compensation, benefits, transfers and seniority in the CPS/CEA labor agreement will apply to these members. Further, their assignment to a community school may be terminated at any time, by either party, for pholosophical reasons, at which time they may exercise rights to return to a regular CPS position for which they are qualified within 30 days of the separation with the community school. Seniority will accrue while assigned

to the community school. Selection will be contingent on the employee's written agreement to work under the work rules established for the specific community school (See item 4).

3. The remaining eighty percent of the staff provided to the community school will be hired by CPS to be specifically assigned to the community school. These staff members will be placed on a salary schedule identical to the one found in Article 902.06 in the CPS/CEA labor agreement labeled "Pre-license Bachelor's". This schedule will be labeled as the "Community School Staff" salary shedule. Staff hired to work at a community school will remain on that schedule while assigned to a community school without adjustment due to degree, license or credit hours. CPS teacher benefits will be made available to those employees who agree to contribute 20% of the premium for such insurance. Staff may participate in the interview phase of the Article 211 process contained in the CPS/CEA labor agreement and be selected into regular CPS positions provided they are fully qualified for the position. Upon assuming duties in a regular CPS position the member will be appropriately assigned to the non-community school CPS salary schedule for teachers and gain full access to the rights of CPS employees under the CPS/CEA labor agreement, including PAR Intern services. An employee whose assignment is rejected by the community school and who does not meet the criteria of a highly qualified teacher under No Child Left Behind for a position in a regular CPS school, will be immediately released from their employment contract with CPS.
4. As a separate legal entity from CPS, community school administration will define work rules for the school consistent with its mission in collaboration and consultation with all staff members. Work rules will include, but not be limited to: class size, length of day, number of periods and duration, leave of absence procedures, evaluation procedures, student discipline, curriculum, staff development, staff qualifications, and staff levels.

Signed for CEA by Rhonda Johnson and for the Board of Education by Craig Bickley on April 4, 2006

Memorandum of Agreement
Assault Leave

The parties to this agreement provide for clarification

an amendment to Article 70102(D) Assault Leave, of the agreement between the Columbus Education Association and the Board of Education to read as follows:

D(6) Should be corrected to read:

(6) Workers' Compensation cannot be received simultaneously with assault or sick leave benefits.

D(8) should be added and read:

(8) In particularly severe or unusual cases, a reasonable extension of assault leave benefits may be agreed to between the parties on a non-precedent setting basis.

Signed by Rhonda Johnson for the Columbus Education Association and by Craig Bickley for the Board of Education (November 28, 2006)

Memorandum of Agreement
Make Up of Excessive Calamity Days

The parties identified below agree that if it becomes necessary to make up calamity days beyond those provided under statute, such "make up" days will be added to the end of the current school calendar in June for school year schools, and to the end of the last quarter for year round schools.

Signed by Rhonda Johnson for CEA and by Craig Bickley for the Board in February 2007.

Memorandum of Agreement
(Substance-Free Workplace Program)

(August 2007)

Whereas, the parties of this agreement aknowledge a shared concern that all staff of Columbus City Schools be free of illegal substances, or illegal levels of legal substances, while in the performance of their respective duties; and

Whereas, the parties acknowledge the value and investment in current staff and the desire to first attempt to rehabilitate afflicted staff; and

Whereas, the parties willingly and joinly united to draft a uniform program for all employees of the school destrict, exclusive of those covered under federal guidelines;

NOW THEREFORE BE IT RESOLVED, the parties have agreed to implement the Columbus Public School's Substance-Free (Drug-Free) Workplace Program as adoted by the Board of Education on August 28, 2007.

Signed for the Columbus Education Association by Rhonda Johnson and for the Board of Education by Gene Harris

Memorandum of Understanding Regarding Language Immersion Schools

1. Beginning with the 2008–09 school year, regu-

lar classroom teachers selected and/or assigned to anguage immersion schools shall be fluent, native or near-native speakers of the world language of that particular school.

2. Vacancies in language immersion schools that remain unfilled after the job fairs shall be offered to new hires, providing no unassigned member of the CEA bargaining unit meets the qualifications state above.
3. Exceptions to this Memorandum of Understanding can be made upon agreement between the CEA and the Superintendent. All other terms and conditions of employment, certification/licensure and highly-qualified rules shall apply.

Signed by Rhonda Johnson for CEA and
by Gene Harris for the Board of Education
Entered February 19, 2008.

Memorandum of Understanding

School Restructuring Plans

Whereas the Columbus City Schools and Columbus Education Association have reviewed and approved individual School Restructuring Plans for schools that are not meeting accountability standards.

Now, therefore, the parties to this agreement agree to the following:

Restructuring

Staff Component:

- Teachers have the option for voluntary staff reduction effective at the completion of School Improvement Year Designation Level 4.
- Teachers may be involuntarily staff reduced in schools identified as School Improvement Designation Level 4 Delay or Level 5 as long as the act is not arbitrary or capricious.
- Notification of involuntary or boluntary staff reduction will occur prior to start of the district's assignment and transfer process (Article 211).

This Memorandum will be reviewed by the parties no later than January of the preceding school year.
Signed for the Columbus Education Association by Rhonda Johnson and for the Board of Education by Gene Harris in March 2008.

Memorandum of Agreement
Professional Rounds Processs

This Agreement btween the Columbus Education Association (hereinafter the Association) and the Columbus City School District (hereinafter the District) is entered into as a clarification of purpose and usage of non-evaluative observations of a teacher by another teacher or administrator as part of the Professional Rounds Process being implemented in the Columbus City Schools.

Whereas, the Association is aware that the District has, in recent times, encouraged the use of classroom observation as a method of improving student instruction and;

Whereas, the Association recognizes the benefits of professional learning communities within schools and, therefore, the power of non-evaluative teacher observations to improve practive and student learning and;

Whereas, the District and the Association agree that in order to maximize the benefits of said observations, teachers must be provided with appropriate professional development and adequate time for the meetings and observations to occur and,

Whereas, the parties share an interest in maintaining the integrity and benefits of collegial relationships between teachers:

Now therefore, the parties confirm these agreements and understandings as follows:

1. The use of all tools used for non-evaluative teacher observation employed in the Columbus City Schools shall not be used by the District and/or its agents to supplant, modify or otherwise compromise the standards, procedures and instruments for teacher evaluation recognized and contained within the collective bargaining agreement between the District and the Association.
2. The use of all tools used for non-evaluative teacher observation employed in the Columbus City Schools shall not be used by the District and/or its agents to supplant, modify or otherwise compromise the content of any part of the collective bargaining agreement between the District and the Association.
3. Any written document generated as a result of a non-evaluative teacher observation shall remain the property of the observer. Said property, whether written or verbal, should not be disclosed or attributed to any individual or classroom. This property, written or verbal shall not become part of any teacher's personnel file or evaluation.
4. If either party wishes, the parties will meet to insure that Professional Rounds protocols are implemented in a manner consistent with the expression and spirit of this Agreement.

5. Either party may terminate the Professional Rounds Process with a 30-day notification.

Signed by Rhonda Johnson for CEA and by Gene Harris for the Board
this 22nd day of September 2008.

Memorandum of Agreement
SuccessWorks Academy

Whereas, the Columbus Board of Education (hereafter referred to as the "Board") and the Columbus Education Association (hereafter referred to as "CEA") have discussed the matter concerning the impact of the Board and CEA Agreement Article 211 and its effects to SuccessWorks Academy (SWA).

Whereas, the Board and the CEA are parties to a collective bargaining agreement, which provisions require Article 211 compliance;

It is hereby agreed to as follows:

The Board and CEA shall agree to "waive" the Board and CEA collective bargaining agreement Article 211 requirements for SuccessWorks Academy. Both parties agree to be bound by the terms of this Memorandum of Agreement (MOA). This MOA shall include, but not be limited to, the following:

1. The Article 211 interview and placement process requirements for SWA shall be waived.
2. The Article 211 job fair process requirements will not be in effect.
3. Any vacancy that remains unfilled after regular interviews of existing teachers shall be filled with new hires provided a lay-off situation is not created by this action.
4. The Board retains its right to administer involuntary transfers.

Nothing herein shall preclude the Board and CEA from entering into lawful agreements modifying the terms of the Memorandum of Agreement; however, neither party shall be obligated to agree to such modifications. This agreement shall remian in effect until one party submits to the other party a dated request to terminate this MOA.

Signed by Rhonda Johnson, Sally Oldham and Rick Logan for CEA and by Gene Harris, Cynthia Picciano and V. DeWayne Howard for the Board
Entered this 20th day of February 2009.

Memorandum of Understanding
403(B)

This Memorandum of Understanding("MOU") is enterd into this 11th day of March 2009 between the Columbus City School District Board of Education ("CBE") and the Columbus Education Association ("CEA").

In accordance with Internal Revenue Service regulations and federal law effective January 1, 2009, CBE is adopting a 403(b) Plan to enable CEA members to invest a portion of their annual income into tax deferred retirement benefit plans. CEA and CBE unerstand and agree that components of the Plan are mandated by Internal Revenue Service regulations and federal tax law. To the extent that Internal Revenue Service regulations and federal tax law do not impose mandates requiring the adoption, content, administration and operation of the 403(b) Plan, CEA and CBE recognize and agree that they are obligated to bargain the 403(b) Plan to the full extent required by R.C. Chapter 4117 and their collective bargaining agreements.

Agreed to by CEA and CBE on the date above written. This MOU shall remain in effect until mutually cancelled in writing by CEA and CBE.
Signed by Rhonda Johnson for CEA and
Gene Harris for the Board
11th day of March 2009.

Memorandum of Agreement
Eight-Period Day in High Schools and Middle Schools

The Columbus Board of Education and the Columbus Education Association (CEA), which are parties to a collective bargaining agreement, agree to this Memorandum as an addition to terms set forth in the collective bargaining agreement:

1. Beginning with the school year (SY) 2009–2010, all high schools (HS) and middle schools (MS) in the Columbus City Schools District, with the exception of Fort Hayes Arts and Academic High School, Eastmoor Academy, and Columbus Alternative High School, shall institute a student day consisting of eight (8) 52–55 minute periods. No teacher shall be assigned more than five (5) periods of instruction per day. HS English teachers will have two (2) conference periods. In the event any school or teacher elects to deviate from this schedule, the school must first obtain approval from the Reform Panel.
2. The HS/MS teacher workday, with the exception of the aforementioned schools cited in section one, shall be from 7:15 a.m. to 2:45 p.m., with a 7:30 a.m. to 2:30 p.m. student day. No teacher will have more than a seven and one-

half (7½)hour workday. HS and MS school teachers will have a one-period lunch as is normal practice. The maximum student load per day will not exceed 150 students.

3. The elementary teacher workday shall be from 8:15 a.m. to 3:45 p.m. with a 9:00 a.m. to 3:30 p.m, student day.

This schedule shall be in effect district wide. This agreement shall remain in effect and subject to annual review prior to January 15 of a current SY.
Signed by Rhonda Johnson, Sally Oldham and Rick Logan for CEA and Gene Harris, Cynthia Picciano and V. DeWayne Howard for the Board
Entered this 30th day of March 2009.

Memorandum of Agreement

Joint CCS/CEA Teacher Evaluation Committee
Change the current evaluation process to implement the recommendations of the Joint CCS/CEA Teacher Evaluation Committee. The implementation must occur the following school year (2010–2011). No other evaluating tools will be used in the evaluation of the teacher.

1. The parties agree that domestic partners of teachers and the children of such domestic partners are eligible for benefits under Articles 806, 807 and 808 of the Agreement in the same manner and subject to the same conditions, limitations and qualifications as members of the bargaining unit. There shall be an enrollment period in August, 2009 for initial enrollment of domestic partners who qualify and file the completed "Affidavit of Same Sex Domestic Partnership" and "Domestic Partner" enrollment forms. Coverage shall begin October 1, 2009 from such initial enrollment. Enrollment after August, 2009 for changes in coverage may occur within thirty (30) calendar days of a domestic partner becoming a parent, the lay-off or separation from employment of a domestic partner who had primary coverage at his/her employment, death of a domestic partner or termination of the domestic partnership, or during the open enrollment.
2. "Immediate family" of a teacher for purposes of Sections 701.02(B) and 701.02(C) of the Agreement shall include the domestic partner of a teacher and the "immediate family" of such domestic partner.
3. The attached eight-page "CEA/Columbus Board of Education Policy Statement on Domestic Partners" shall guide implementation and administration of this Memorandum. To receive benefits under paragraph (1) and/or (2) above a teacher must qualifty and file the required form(s).

Signed by Richard L. Logan for CEA and by Greg Scott for the Board of Education
June 2009

Memorandum of Understanding

Joint CCS/CEA Teacher Evaluation Committee
Change the current evaluation process to implement the recommendations of the Joint CCS/CEA Teacher Evaluation Committee. The implementation must occur the following school year (2010–2011). No other evaluating tools will be used in the evaluation of the teacher.

Letter of Agreement

May 22, 2009

Mr. Richard L. Logan
Chief Negotiator
Columbus Education Association
929 East Broad Street
Columbus, OH 43205

Re: Negotiations Discussions

Dear Mr. Logan:

This letter memorializes the discussion between the representatives of the CEA and the Columbus Board of Education in this year's negotiations regarding certain issues.

1. The parties will establish a joint committee to study and, if deemed appropriate by a consensus of the committee, make recommendations to the Superintendent and the President of the Association with respect to student discipline in middle schools. The Superintendent/designee will modify the assignment of the dean of students in middle schools where deemed appropriate to in-school discipline duties.
2. The parties agree to refer the following two issues to their Labor-Management Committee: the class load for related services staff; and the impact of the State's biennial budget for 2009–10 and 2010–11 after enactment.
3. The District plans to increase reading tutoring in the primary grades and guidance counselor services in K–8 schools.
4. The District's Human Resources office is committed to using its best efforts to cover class time during professional development for teachers and will consider reinstating employment of "supersubstitutes."
5. With respect to the quarterly diagnostic tests,

the Association's representatives on the Testing and Assessment Committee may participate in the review of Requests for Proposals/Requests for Quotations submitted by testing or assessment providers.

Signed by Gregory B. Scott, Chief Negotiator, Columbus City School District Board of Education

Memorandum of Agreement

The Columbus City School District and the Columbus Education Association agree on the following terms for implementation of Section 909.02 in light of new Article 912.

1. Teachers currently (2008–2009) assigned to Livingston Elementary School shall continue to be eligible for the fifteen hundred dollar ($1500) stipend under Section 909.02 unless they opt for assignment under Article 912.
2. Section 909.02 shall be retained for assignment to special projects by the Superintendent, with the Superintendent to determine the length of the assignment.
3. No teacher may earn both the Section 909.02 stipend and the Article 912 stipend in the same school year.

Signed by Rhonda Johnson for the Columbus Education Association and by Gene Harris for the Columbus City School District (June 2009)

Part III

Association Building Council

Instructional Assistants

School Forms

Appraisal of the Professional

Association Building Council

The Board/CEA Master Agreement, Article 202 establishes a five member Association Building Council (ABC) for each school to be organized during the first month of the school year; two are elected, two are appointed by the principal and one is the Senior Faculty Representative.

The Role of Members of the Association Building Council

Members of the Association Building Council should assume the responsibility of verbalizing the function and concept of the Association Building Council bearing in mind:

1. Council members serve by consent only for a period of one year;
2. Council members have the opportunity to encourage teachers to present their problems or concerns;
3. Although the Council is advisory only, it is an excellent vehicle to promote staff ideas, for which a record is kept;
4. Council members should be knowledgeable of the areas of the Agreement which relate to the function of the Association Building Council;
5. The following articles are areas of the Agreement which speak to expectations of the Association Building Council. Council members should review each of them.

Article 202
Association Building Council (ABC)

202.01 Each school or CEA Association unit shall have an Association Building Council (ABC) to be organized during the first month of the school year, consisting of not less than five (5) teachers, which will meet with the principal and members of the staff at least once a month.

202.05 Each professional staff member shall have the right to have matters placed on the ABC agenda and shall have the right to speak to the ABC on an item which the staff member has initiated unless a majority of the ABC shall vote to limit the discussion. The ABC's meetings shall be open to all teachers in the building, except that a majority of the ABC may declare executive session.

Article 204
Length of School Day

204.05 In schools that vary their schedules from the normal teacher work day of 8:15 a.m. to 3:45 p.m. or from the normal student day of 8:45 a.m. to 3:30 p.m. in elementary schools and 8:30 a.m. to 3:30 p.m. in middle and high schools, teachers shall be provided lunch periods, conference periods, and other released-time periods stipulated by this Agreement for various assignments

approximately equal in minutes per week to those periods provided teachers in schools on normal schedules. Nothing in this provision shall prohibit the Board from developing innovative programs and schedules in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher's regular contract year. Prior to any such secret ballot vote, the Association Building Council shall study the proposed innovative programs and schedules and shall make recommendations to the staff.

204.06

A. The lunch schedule for each elementary school shall be developed (if possible) by agreement between the principal and the Association Building Council. Absent an agreement, the final determination shall be made by the principal.

B. No teacher shall be deprived of at least a thirty (30) minute uninterrupted, duty-free lunch period.

C. Notwithstanding Paragraph B above, the thirty (30) minute duty-free lunch period may be interrupted if the Administration determines that it is feasible, and an elementary school staff, by majority in a secret ballot vote, elect a forty-five (45) minute lunch period. Such forty-five (45) minute lunch period shall remain in effect for the remainder of the school year and shall continue the following school year unless the Administration determines such continuation is not feasible or the staff elects not to continue the forty-five (45) minute lunch period the following school year.

Article 205
Building Staff Meetings

205.02 In addition to the regular building-level staff/in-service meetings, the principal, in consultation with the Association Building Council, may schedule two (2) forty-five (45) minute building level staff meetings per month and/or extend one (1) required building level staff/in-service meeting per month a maximum of thirty (30) minutes beyond the limitations in 205.01 above for purposes of staff development. Attendance at such additional meetings or extension will be voluntary unless a majority of the staff has voted by secret ballot to require attendance at a particular meeting. In the case of such meeting, at which attendance is required, the Association Building Council shall assist the principal in developing the program and agenda.

Article 206
Teaching Environment and New Buildings

206.03 Teachers shall be permitted to have coffee-making devices and coffee and soft drink vending machines in the teachers' lounges as space permits. Teachers shall be permitted to have efficiency-type ranges, microwave ovens and refrigerators in teachers' lounges as space and the availability of utilities permit. All such devices and equipment shall be maintained by the faculty. Teachers shall not be required to perform the custodial duties in the staff lounge and shall not be required to prepare food, clean tables or perform other significant custodial chores in connection with the lunch programs. Teachers who use the staff lounge or use the appliances in the staff lounge may be required to share in the cleaning of the appliances, to keep their personal property cleaned and stored and to leave their eating area in a clean and orderly condition. The expenditure of any profits realized from the above-mentioned vending machines shall be in accordance with guidelines established by the principal in consultation with the Association Building Council where the development of such guidelines are requested by the Association Building Council.

206.07 Where an extension telephone for the use of the professional staff is not presently available in a school building, one shall be installed upon request of the Association Building Council. The location of the extension telephone shall be determined by the principal. Such telephones may not be locked during the normal school day or teachers otherwise unreasonably inconvenienced in their use.

206.10 The expenditure of any profits received from fundraising projects for a school's General Fund in which teachers were directly involved may be considered by the Association Building Council with appropriate recommendations to the principal.

Article 208
Classroom Atmosphere

208.03 The principal, in consultation with his/her Association Building Council, will establish procedures for the administration of all forms of discipline within the school. Such will include procedures related to suspension and recommendation for expulsion. Written building discipline plans shall be in place at the beginning of the school year. Failure of a principal to establish a building discipline plan by the first day of student attendance is grievable at Step 2 of the grievance procedure. In the event the principal is newly appointed, transferred or assigned, such failure must first be brought to his/her attention in writing at least ten (10) calendar

days before the grievance is filed in order for the principal to develop or finalize a building plan. Nothing in this paragraph shall be interpreted as a restriction on the right of the Board or Superintendent to establish future policy or guidelines related to disciplinary procedures, provided such right is exercised without specific violation of this Agreement or law.

Article 211
Assignments and Transfers

211.01 ***Posting and Filling Vacancies***

A. All known teacher vacancies for the following school year shall be posted by the first teacher workday in April. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs of the following year. Such postings shall describe the vacant position, including special factors. Examples of such factors are: special knowledge, skills or training, and extra duties. The posting shall include the deadline and directions for making application. They shall be posted in each school during the school year, and in each high school summer school center during the summer recess. Supplemental postings shall be made as needed.

B. Teachers desiring to be considered for such vacancies shall apply by the timely submitting of a cover letter, copy of current certification for the position, and resume. Such application(s) shall be made to the appropriate administrator describing relevant information about their qualifications for the known vacancy for which they wish to interview. Applicants who are not yet certified/licensed in Ohio shall provide written information about their intended certification.

C. Teachers whose applications are to be submitted to the Human Resources Department, will be notified by the Human Resources Department, of the receipt of their applications.

D. Vacancies will be filled utilizing the interview/selection process. The interview/selection panel in a building will consist of the principal, the Senior Faculty Representative, one elected member of the Association Building Council, and two parents/members of the school community, or an alternative panel as agreed at the building between the principal and Association. The administrator shall determine which applicant is selected for the position. If his or her selection does not follow the panel's recommendation, the administrator shall send written notice of the selection to members of the interview panel and to the Association President. The interview/selection

panel can utilize subcommittees or delegate any of its responsibilities.

1. Only persons who have completed the joint program training on Article 211 and interviewing may participate on an interview/selection panel. Such training shall remain valid until the parties jointly make significant changes in the Article 211 process.
2. A majority of the interview/selection panel of a building must participate in the interview/selection process. Members of the panel must make themselves reasonably available to participate in the process.
3. The two most senior applicants qualified by certification/licensure for the posted position shall be interviewed. The panel may rely on the seniority dates specified on the applications from applicants.

E. In the case of assignments to multiple buildings and/or city-wide programs, a similarly constituted interview/ selection panel shall be created. A position involving multiple building assignments shall not be treated as a vacancy because of a change in building assignment(s) unless over one-half of the total assignment is changed.

F. An applicant who accepts an offer to fill a vacancy must complete and sign a selection agreement form.

G. An applicant who accepts an offer to fill a vacancy is committed to the building or program assignment for three (3) years unless released.

H. A joint committee, co-chaired by the Executive Director for Human Resources and the President of CEA or their designees, shall be appointed to improve the efficiency of and streamline the procedures for the selection process described in 211.01 (D). The joint committee shall implement any procedural changes on which agreement is reached by December 2004.

I. *Complaint Review Procedure*

1. If a teacher, CEA or the Administration has a complaint about how the procedures of Sections 211.01 are carried out, the person or entity must file a written complaint within ten (10) calendar days of the occurrence. The complaint must be served promptly on the Administration (Labor Relations) and on CEA and must set forth a specific description of the complaint and the facts surrounding the process to which the complaint is addressed. Complaints must relate directly to an alleged violation of the process contained in Section 211.01, not to the merits of the staff member selected. The complaining person shall have the burden of proving a violation(s).
2. A representative of the CEA and of Labor Relations shall meet promptly, review the complaint and decide whether the complaint moves to a neutral conciliator.
3. Within thirty (30) calendar days of such decision, a hearing will be held before a neutral conciliator agreed upon by the CEA and Board. The conciliator will hold an informal hearing at which the CEA and the Administration may introduce evidence and documents, cross-examine witnesses and make arguments. Based on what he/she has heard and seen at the hearing, the conciliator will issue a decision within ten (10) calendar days. He/she will determine whether there has been a violation of Section 211.01 and what the remedy will be. The cost of the conciliator will be borne equally by the CEA and the Board. The conciliator's decision will have the force and effect of a final and binding arbitration award. No grievance alleging a violation of Section 211.01 may be filed, separate from this Complaint Review Procedure.
4. If a final selection of a candidate to fill the vacancy in question has been made, the conciliator has no authority to change or overturn the selection.

Article 301
Class Size

301.03 The Association Building Council shall study and make recommendations to the principal in each middle and high school concerning the number of pupil stations in nonacademic classrooms.

Article 302
Teacher Class Load

302.05 Each elementary staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen (15) minute recesses per day. The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future school years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year. However, a change in that status quo can only be implemented after the first two work days of the regular school year with the principal's concurrence.

Article 303
Ability Grouping

The Association Building Council in elementary schools

shall discuss the matter of ability grouping and make appropriate recommendations to the principal.

Article 305
Special Education

305.03 The Association Building Councils at Alum Crest, Clearbrook and Beatty Park schools schools shall develop and recommend to the principal a training program for their school instructional assistants.

Article 501
Annual Evaluation

The Association, through the Association Building Councils, shall have the right to make an evaluation of each school as to the professional environment, democratic procedures, teacher involvement and co-curricular programs in the school. This evaluation will be set forth on a form developed by the parties and administered during the month of February. The results of the survey will be submitted to the principal and school staff, the Superintendent and the Association office no later than April of each year. Handwritten comments solicited as a part of this evaluation will be typewritten before such comments are returned to the building. Reasonable safeguards will be taken to assure anonymity of the evaluators. During the 1997–1998 school year, a joint committee will review the current building survey and make recommendations, if any, to the parties.

Article 504
Teaching Aids

504.01 Notice of nominations of textbook selection committees shall be made system-wide. Nominees for textbook selection committees shall be elected by the teachers of the schools involved in the subject areas and grade levels affected. These elections shall be conducted at each school by the principal and the Association Building Council. Nominees for textbook committees may also be submitted by the Administration at the election of the Administration. Selection of the textbook committee members shall be made by a joint committee composed of an equal number of Board and Association members, except that the Administration shall have the right to designate one (1) member of each textbook committee.

Article 601
Instructional Assistants

601.02 In addition to the system-wide guidelines established by the Board, guidelines, written job descriptions and the assignment of instructional assistants to provide assistance to teachers, nurses, librarians and other school personnel will be established in each school building by the principal with the advice of the local Association Building Council.

601.05 The Association Building Council shall consider and recommend to the principal appropriate procedures for the participation of teachers in the interview and selection of instructional assistants.

Article 602
Volunteer Workers

In each school which uses volunteer workers, the principal, in consultation with his/her Association Building Council, may develop guidelines for such workers. The utilization of volunteer workers in a teacher's classroom shall be at the option of each teacher.

Article 604
School Nurses

604.02 An Association Building Council shall be established for the administrator of Nursing Services in the same manner and to function with the same responsibilities and constraints as are set forth for the Association Building Council in Article 202 of this Agreement.

Article 908
Gainsharing

908.01 The term gainsharing as used in this contract is defined as a method of compensation or distribution of funds for the attainment of mutually developed goals and achievements towards the improvement of the education in Columbus City Schools on a building-by-building basis.

908.02 The Board shall set aside $2,174,000 each school year to fund gainsharing and the Performance Advancement System (PAS–Article 910). The amount to be used for gainsharing payments will be $2,174,000 minus the total amount of payments in the fall of a particular school year under Article 910 (PAS). Should the PAS payments total more than $1,000,000, the PAS payments shall be reduced across the board so as to preserve at least $1,174,000 for gainsharing from the total amount of the $2,174,000 fund.

Such amounts will be allocated to particular buildings within the District for their success in meeting goals based on criteria developed by a Joint Gainsharing Committee of CEA and Administration representatives. Gainsharing awards per teacher shall not exceed $1,500 per year. Such committee shall consist of three members selected by the President of the CEA and three members selected by the Superintendent. The development of such criteria shall be accomplished prior to January 15, 2001. The committee shall utilize consensus to arrive at the final findings and guidelines and to convey it to the appropriate administrator for commencement of data

collection and implementation. Such criteria will contain measurable objective goals including, but not limited to, graduation rates, student attendance, achievement test scores, standardized test scores, reduction of disturbances to education. Achievement of adequate yearly progress (AYP) shall be a criterion that must be met for a building to qualify. The Joint Committee shall also take into account factors that correlate with high needs, such as but no limited to, the numbers of students in a building on free or reduced lunch, the experience level of teachers and student mobility. The joint committee will also recommend how gainsharing can be extended to teachers-on-special assignment. Guidelines for allocation as per the committee consensus shall be implemented.

908.03 Specific details regarding the annual 908.02 goals to be attained in a given building, and the distribution/use of gainsharing funds attained through the reaching of such goals, shall be determined by consensus in each building by the administration and the ABC. Such issues with respect to teachers not assigned to a building shall be determined by the Joint Gainsharing Committee under Section 908.02 above. The Joint Gainsharing Committee shall determine which schools/teachers will receive gainsharing payments by October 15. Gainsharing funds shall be available for distribution by November 15 based on success in meeting goals in the prior school year. Allocation of gainsharing funds shall be determined by the administrator and ABC by consensus, whose determination of goals and subsequent distribution of funds will thereafter repeat annually as per the preceding stated dates.

Article 1503
Reform Panel

1503.05 Notwithstanding Section 202.02 of this Agreement, if there is a panel-authorized shared decision-making cabinet in a school, the Association Building Council shall continue to perform the duties and functions of the ABC as provided in this Agreement, except when any of those duties and functions are assumed by such cabinet and the ABC has been so advised by the cabinet. In such a school, the ABC shall be made up of the elected teacher members of the cabinet and the Senior Faculty Representative, who shall serve on both. The cabinet shall have no authority with regard to the PAR Program.

Values of Association Building Council

Building Councils will only be as good as their members make them. If the teachers in a given building assume that they have such a council, that it meets regularly and that it deals with matters of real concern and value to the teachers,

they have an effective vehicle for democratic involvement in the decision-making process of their school. On the other hand, in a school where teachers rely on others to make the council work, they may find that they have a democratic council on paper only, or that they have no council at all. Any school that does not develop such a council will be in violation of board policy as well as the negotiated agreement. ❑

Use of Instructional Assistants

Instructional assistants shall be employed for use in the Columbus City Schools under the following guidelines:

Guidelines

1. The function of an instructional assistant is to assist the teacher in the performance of his/her assigned duties. The term teacher is used as defined in Section 3319.09 of the Ohio Revised Code to mean any certificated professional staff employee.
2. The duties and work schedule for instructional assistants should be flexible and the hours employed consistent with the needs of the particular school.
3. Instructional assistants assigned to a teacher to assist in the supervision of children shall, when the teacher is not immediately present, maintain the degree of control and discipline which would be maintained by that teacher. However, an educational aide may not render corporal punishment.
4. The activity of an instructional assistant shall at all times be under the direction and supervision of the teacher to whom assigned. In the event an instructional assistant is assigned to assist more than one teacher, the assignment shall be clearly delineated and so arranged that the instructional assistant shall never be subject to simultaneous supervision or direction by more than one teacher.
5. Instructional assistants shall have all rights, benefits and legal protection available to other non-certificated employees and shall be members of the School Employees Retirement System. Instructional assistants shall be compensated according to a salary plan adopted annually by the Board.
6. No person who is, or who has been employed as an instructional assistant shall divulge, except to the teacher to whom assigned, or the administrator of the school in the absence of the teacher to whom assigned, or when required to testify in a court of proceeding, any personal information concerning any pupil in the school district which was obtained or obtainable by the instructional assistant while so employed. Violation of this provision is grounds for disciplinary action or dismissal, or both.
7. A continuing evaluation procedure will be used to insure that both the professional and the aide are having needs met and description fulfilled.
8. Total responsibility for the employment, assignment, and/or the release from duty of instructional assistants shall rest with the local school administrator.
9. The responsibility for the allocation of instructional assistants

shall rest with the Division of Administration.

10. The responsibility for the processing of records and personal data of the instructional assistant shall rest with the Division of Administration.
11. The responsibility for the processing of certification for the instructional assistant shall rest with the Division of Human Resources.
12. Following the determination of the assignment and general job description of an instructional assistant and subject to supervision by the teacher's immediate administrative office, a teacher to whom an instructional assistant is assigned shall make all final determinations of the duties to be assigned to such aide.

Job Description

1. The function of the instructional assistant is to assist teachers in instructional activities and non-instructional duties.
2. The instructional assistant shall work under the supervision of the building principal and under the direction of the classroom teacher or librarian to whom assigned.
3. The duties of an instructional assistant need not be performed in the physical presence of the teacher to whom assigned, but the activity of an instructional assistant shall at times be under the direction of the teacher to whom assigned.

Qualifications

1. Proper qualifications and formal education to perform the tasks assigned.
2. The ability to exercise patience and relate well to all children.
3. A sincere interest in and respect for all people.
4. Emotional and social stability.
5. Adequate language competency.
6. Good physical and mental health. Assistants should meet the same health requirements as applied to other school employees.
7. High moral integrity.
8. Show promise of being able to profit from inservice training and be willing to participate in such training.
9. A disposition toward accepting the kinds of work most needed.

Inservice Training

To accommodate the successful employment of instructional assistants, inservice training will be given in the following areas:

A. System-wide orientation
   1. Responsibilities
   2. Benefits
   3. Legal considerations
   4. Relationships with staff members, pupils and the public.
   5. Elements of child and adolescent psychology.
   6. Methods of control and supervision.
   7. Theories of learning.

B. School-wide orientation
   1. Use of the playground and playground equipment, and rules for playground games.
   2. Directions for entering and exiting the building.
   3. First-aid, caring for sick children, and helping with emergencies.
   4. Telephone procedures in order to insure good public relations.
   5. Information as to the location of all equipment and supplies.
   6. The operation of all audio-visual equipment, the kiln, and all office machines.

Role of Instructional Assistants

To clarify the role of instructional assistants, five major categories have been listed as ways a classroom teacher will use Assistants' services. Examples of services are listed under each category. Teachers and principals will think of other services which may be included under each category. The fifth category states special areas where the aide has no responsibility.

A. Assist with Instructional Activities

To strengthen and reinforce skills already taught. (The original teaching is the responsibility of the classroom teacher.)

   1. Assisting children in locating research material and in the selection of library books.
   2. Administering the library or the Instructional Materials Center.
   3. Giving special attention and help to a restless, upset or unmotivated child.
   4. Assisting with drill or practice work.
   5. Supervising small independent work or study groups.
   6. Assisting the teacher in special demonstrations in such areas as science or art.
   7. Assisting with games and physical education activities.
   8. Helping the teacher supervise students on field trips.
   9. Assisting teachers in administering standardized or teacher-made tests.
   10. Helping pupils prepare for an assembly program.
   11. Helping at snack time in the kindergarten.
   12. Assisting kindergarten and primary age children with clothing.
   13. Helping children with the care of plants and classroom pets.
   14. Assisting in the organization of games on the playground before school begins, at recess, and at lunch.

B. Assist with Instructional-Related Activities
   1. Preparing instructional materials–charts, graphs, transparencies, flash cards and games.
   2. Preparing tapes of reading assignments for less-able children.
   3. Helping to arrange interesting and inviting corners for learning: science, math, recreational reading.
   4. Helping to set up special exhibits as science or social studies fairs.
   5. Helping to prepare and organize materials for art activities and to care for paint, paste and clay and other art materials.
   6. Helping load and unload the kiln.
   7. Providing accompaniment for music classes or singing with children.
   8. Keeping bulletin board and showcase displays current and neat.

9. Securing, setting up and operating audio-visual equipment.
10. Correcting standardized and objective tests.
11. Assisting and checking pupils' independent work.
12. Putting written work on the blackboard.

C. Assist with Routine Building Activities

1. Keeping attendance and homework records.
2. Assisting teachers with housekeeping duties and keeping storerooms tidy.
3. Assisting teachers in case of an accident or illness of a child.
4. Escorting children to and from various places in the building–assembly seating, picture taking, visits to nurse.
5. Assisting at doors and walkways at dismissal to prevent loitering and pupil contention.
6. Supervising lunchrooms, halls playgrounds, study halls, restrooms, and the loading and unloading of school buses with the understanding that an Assistant shall at all times be under the direction of a teacher.
7. Helping in classrooms or special rooms during indoor recess.
8. Supervising playground clean-up and checking equipment for safety.
9. Assisting the teacher-supervisor of the School Patrol.
10. Helping with inventories of textbooks, physical education equipment, audio-visual equipment and educational materials.
11. Organizing and operating lost and found departments.
12. Acting as hostess to pre-school parents during health appraisals.
13. Helping with extra-curricular activities as student council, parties, or hobby groups.

D. Assist with Clerical Duties

1. Building up and filing resource materials for various teaching units.
2. Keeping and maintaining a folder of representative work on each child.
3. Setting up and maintaining seating charts.
4. Sending for free and inexpensive classroom material.
5. Keeping records of books children have read.
6. Collecting monies - lunch and milk money, PTA dues, pictures, classroom books, yearbooks, and magazines.
7. Assembling and distributing materials.
8. Operating the ditto, mimeograph and copy machines.
9. Recording names, addresses on absence cards, records, tests sheets, and grade cards.
10. Proofreading materials.
11. Typing ditto masters and stencils.
12. Checking and posting attendance.

E. Responsibilities the Instructional assistant Shall Not Perform

1. Making and maintaining the office records.
2. Making the monthly report.
3. Teaching a skill or concept.
4. Working on cumulative records, test profiles and registers.
5. Substituting for absent certificated employees.

Effective: 9/1/70

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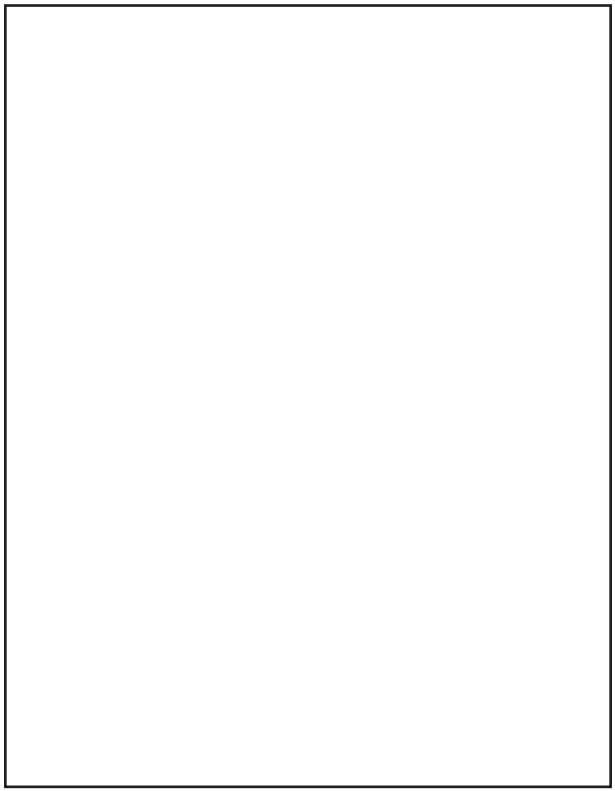
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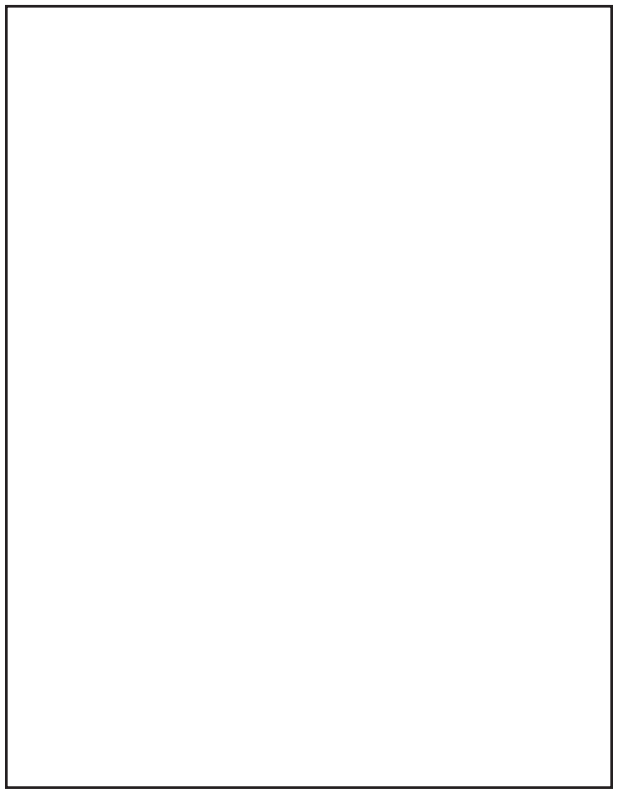
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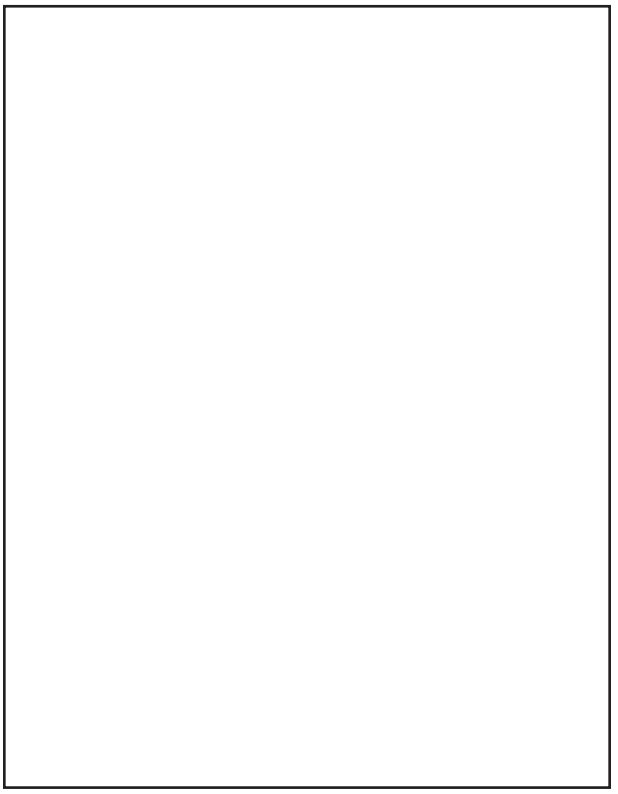
Absence Certification Form



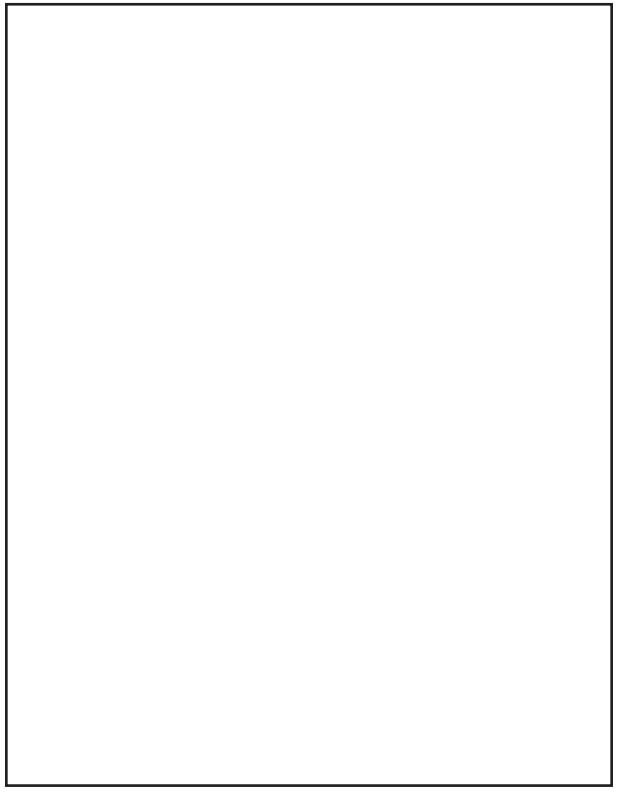
Notification of Eligibility for Continuing Contract



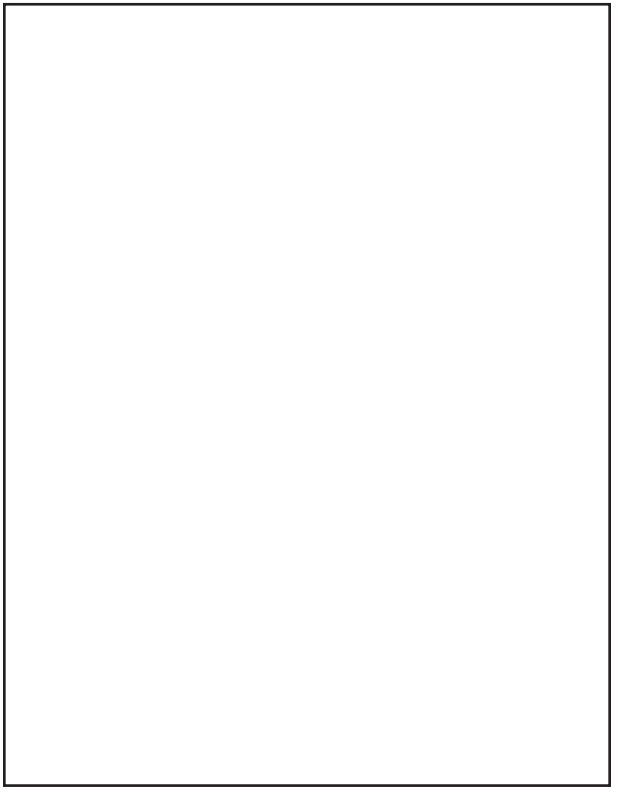
Continuing Contract–Teacher's



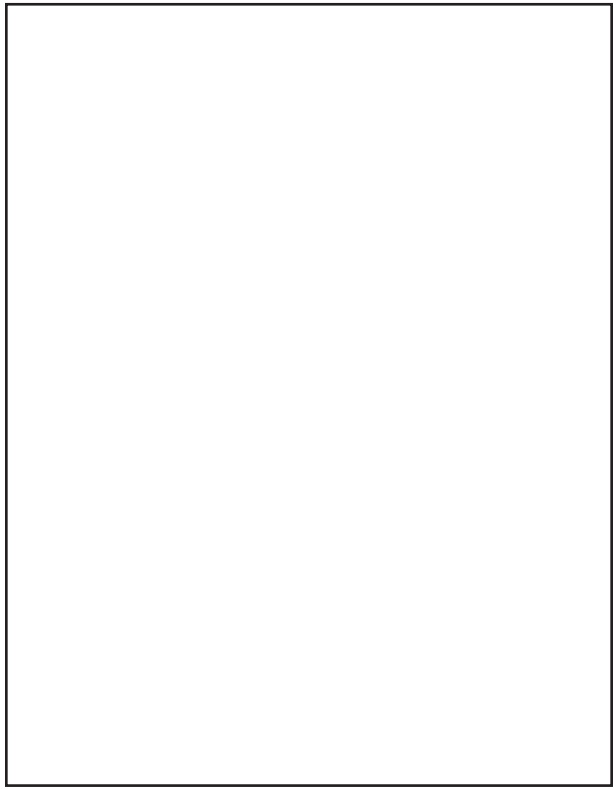
Continuing Contract–Teacher's



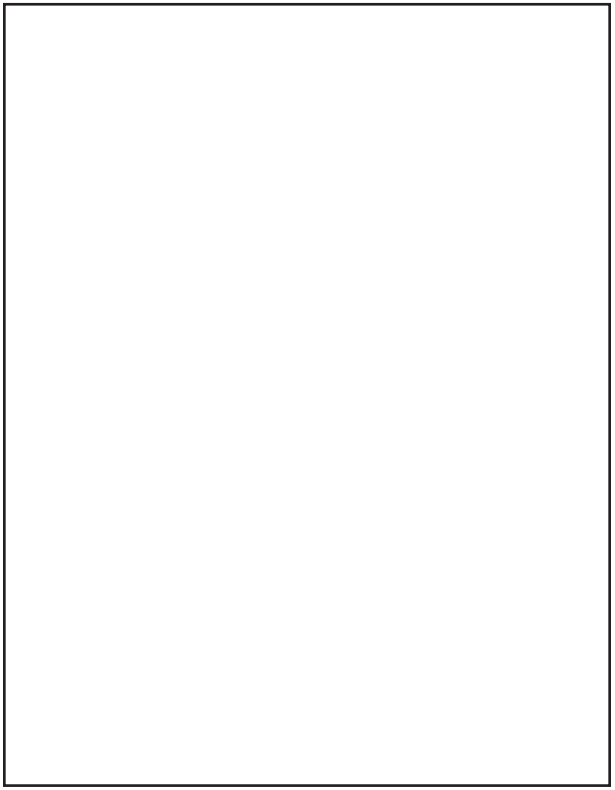
Continuing Contract–Tutor



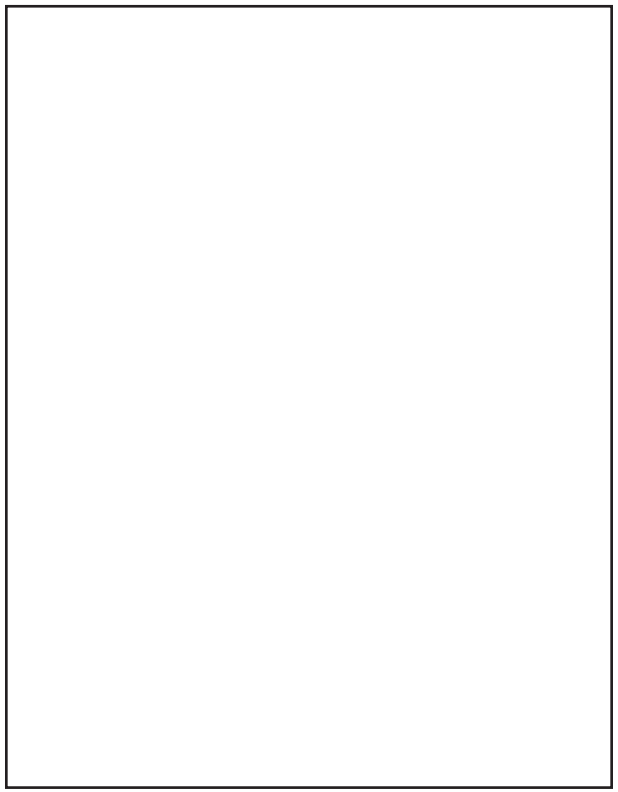
Limited Contract–Full-Time Hourly



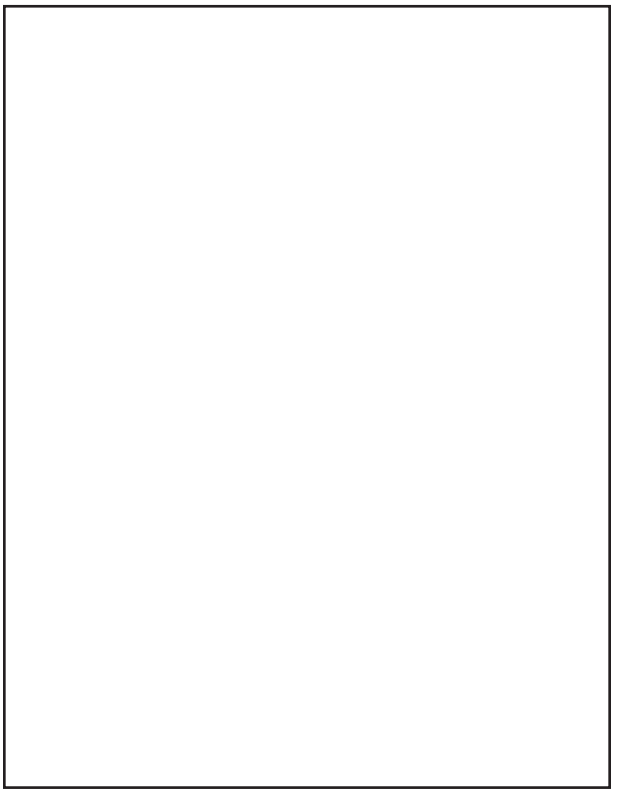
Limited Contract–Instructional Support Substitute



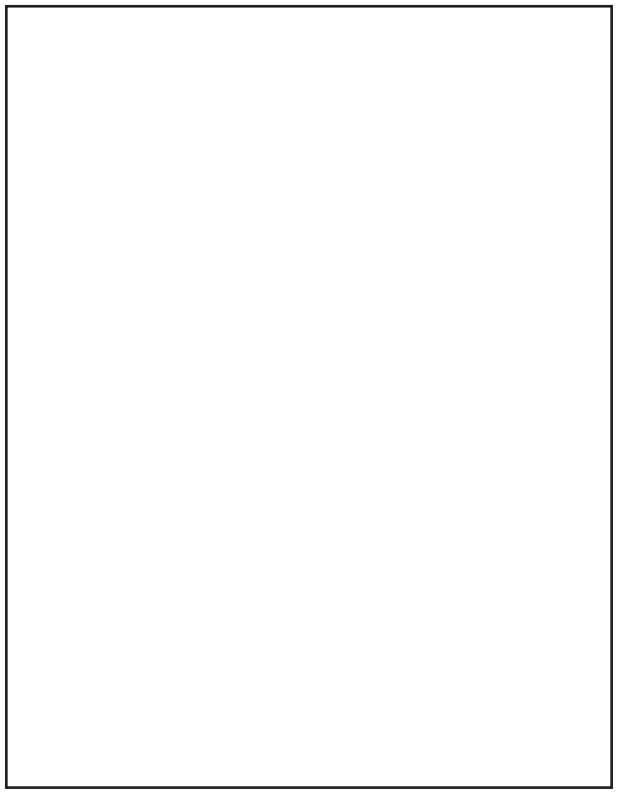
Limited Contract–Teacher's



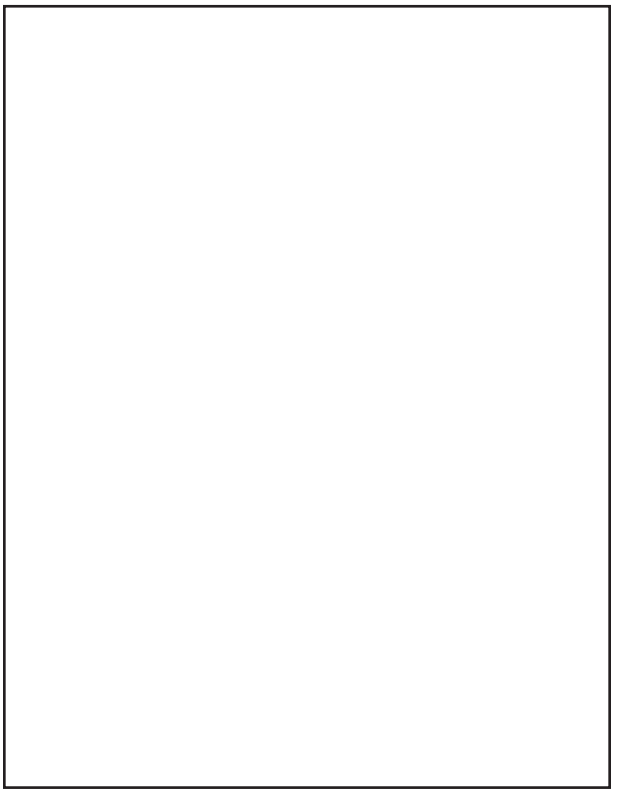
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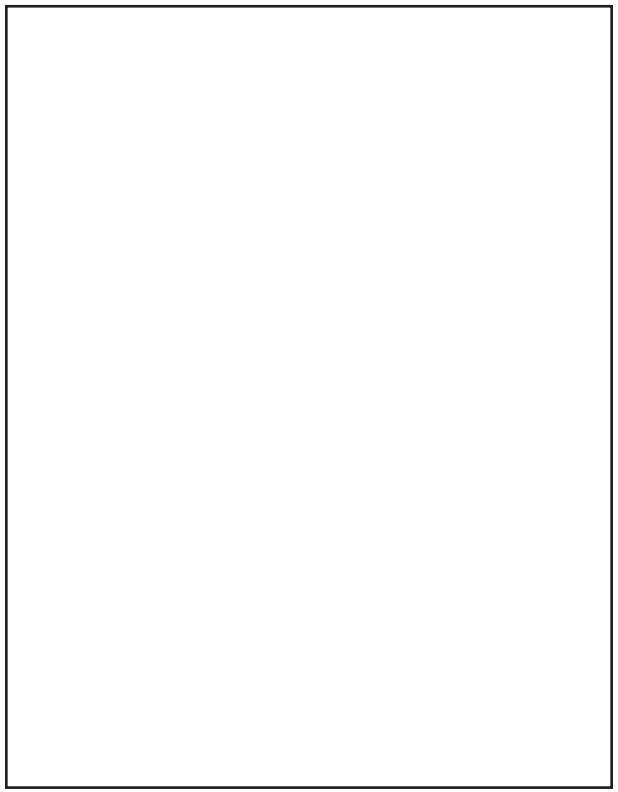
One-Year Contract Latchkey Teacher



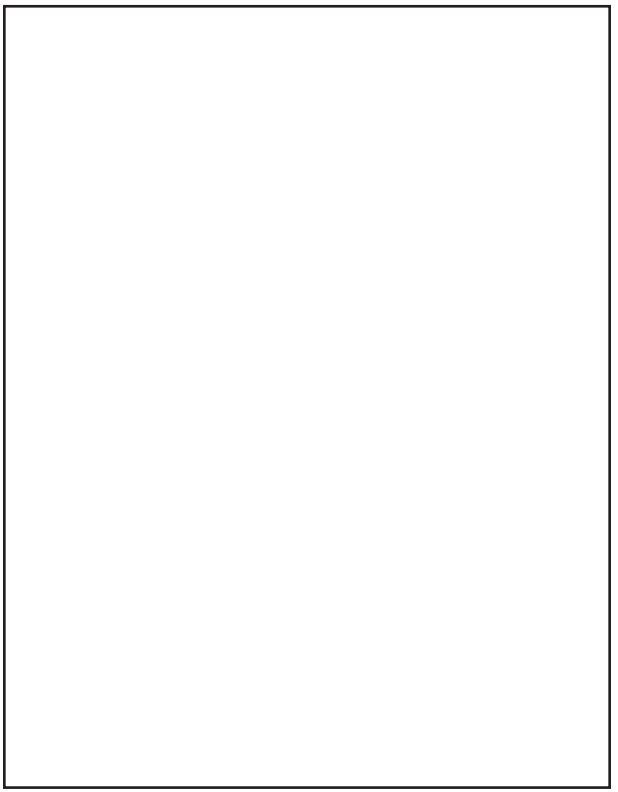
One-Year Contract Tutor



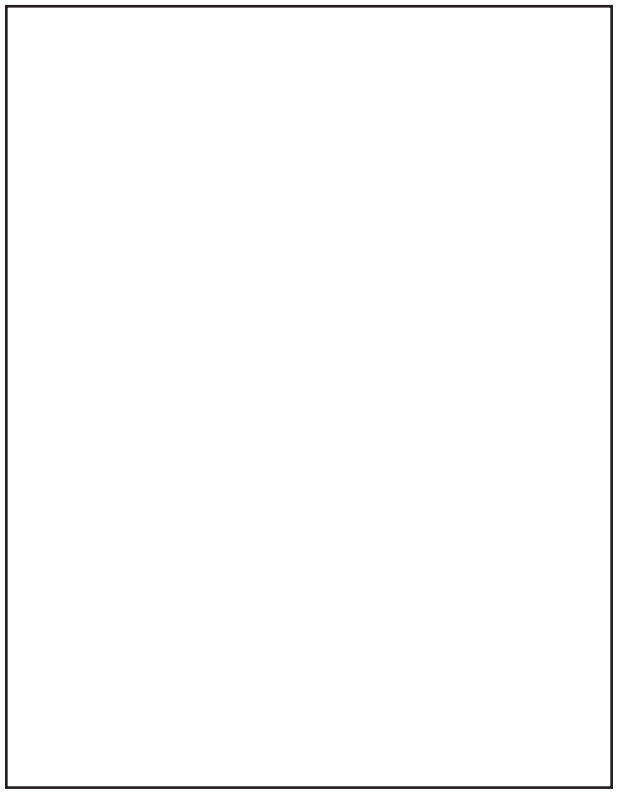
Supplemental Contract–Mutiple Year



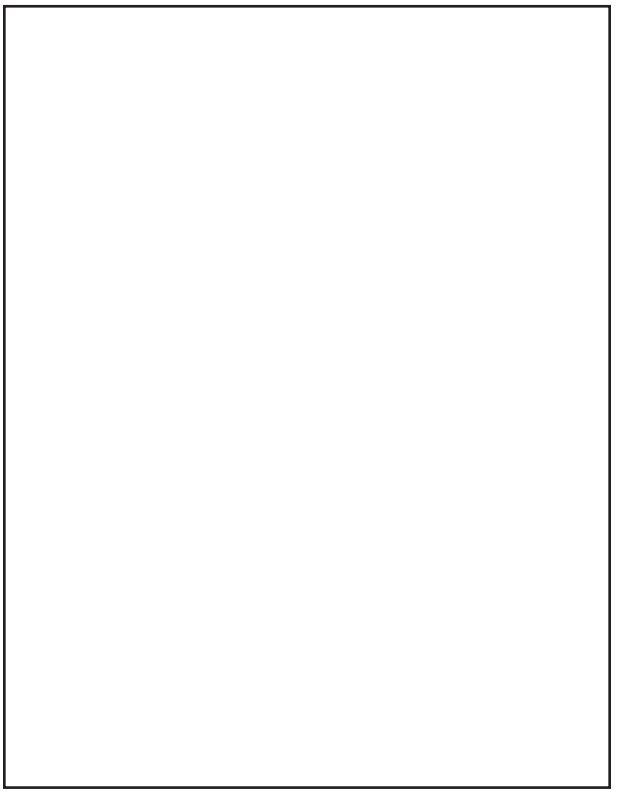
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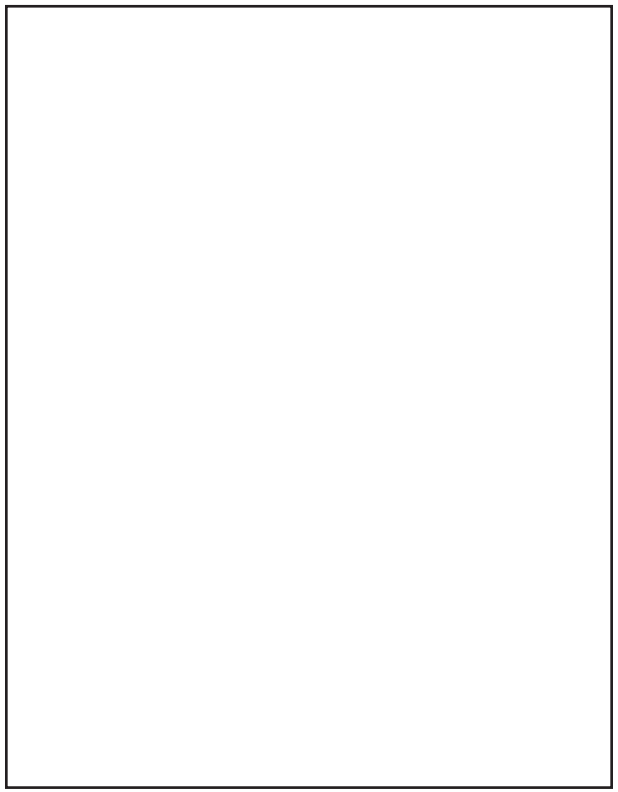
Elementary Transfer/Withdrawal Clearance Form



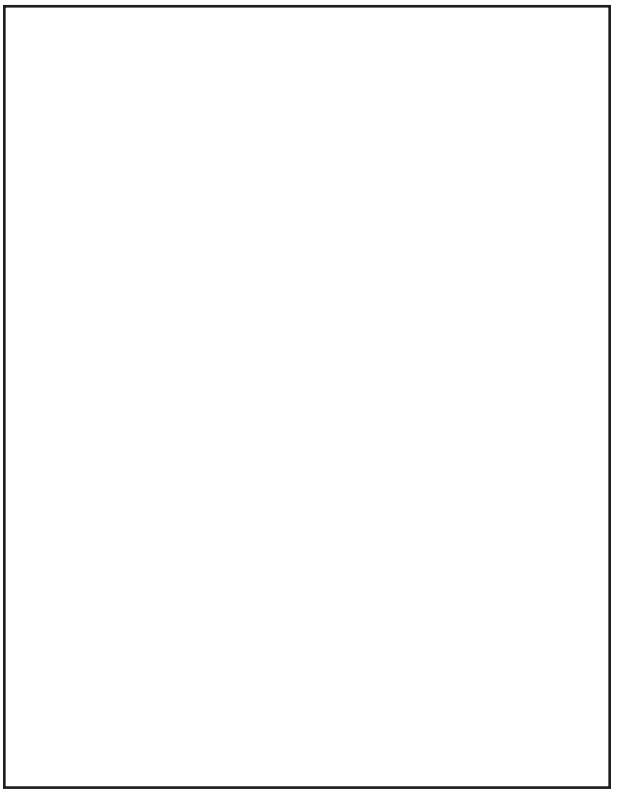
Office Referral Form (Sch190)



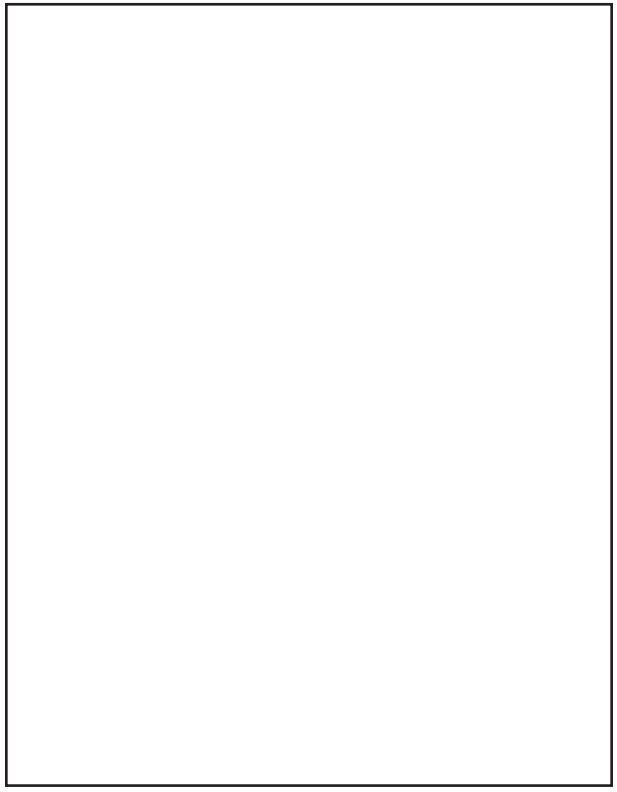
PEAK Time-Out Referral Form



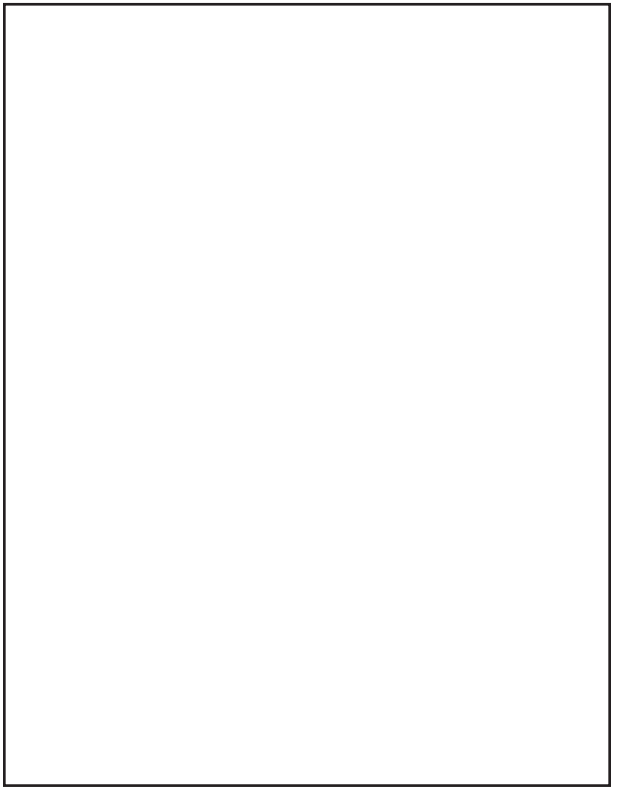
Removal of a Student Memorandum



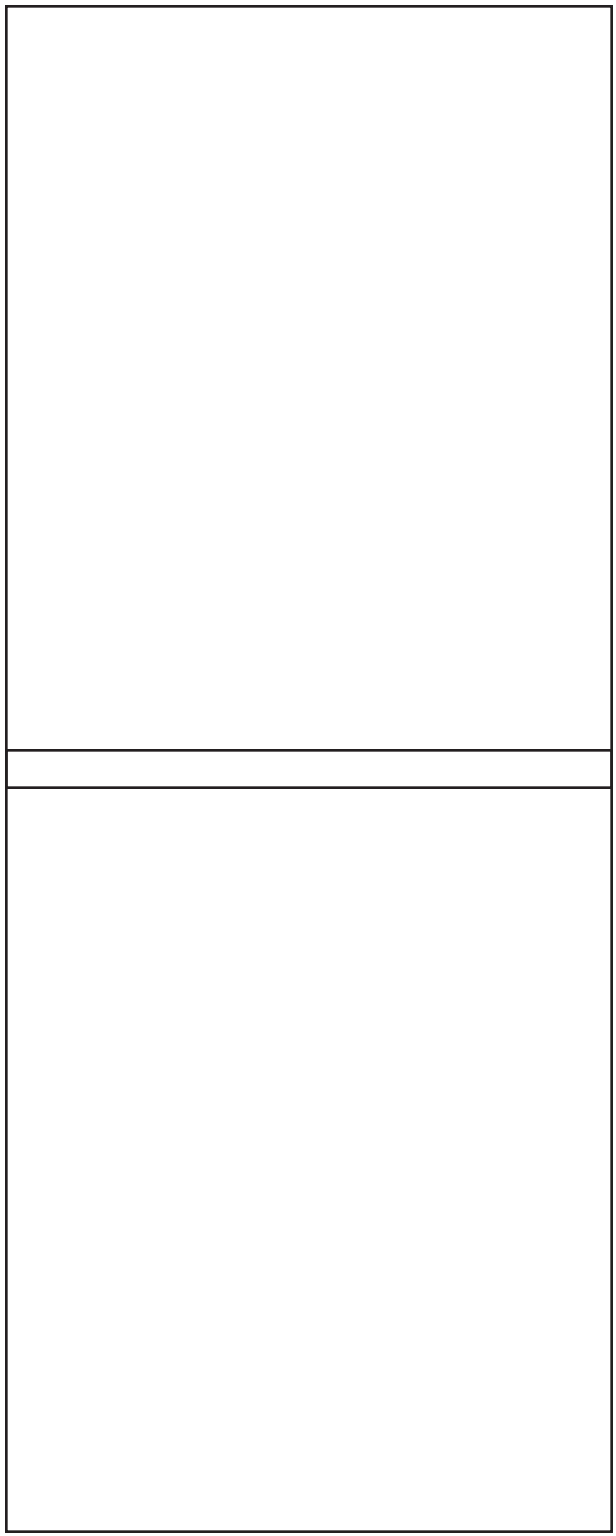
Removal of Student Form



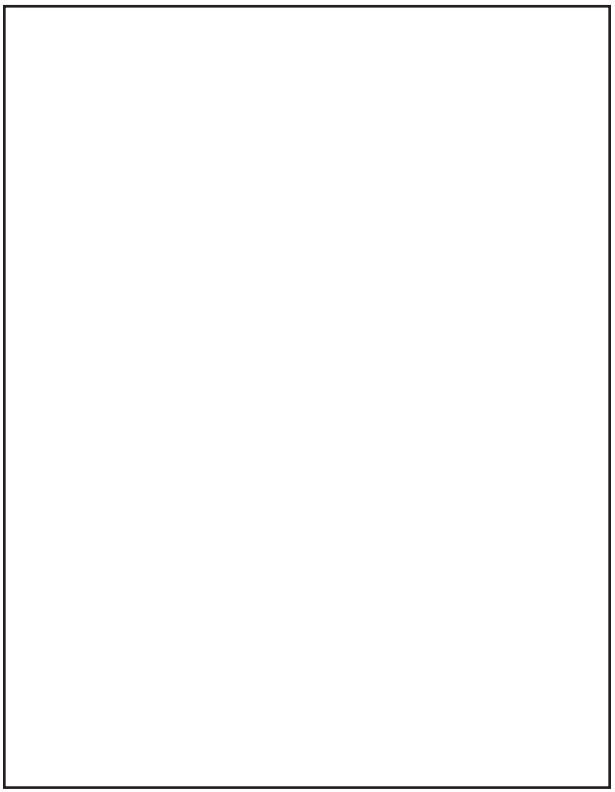
Report to Principal of Parent Conference



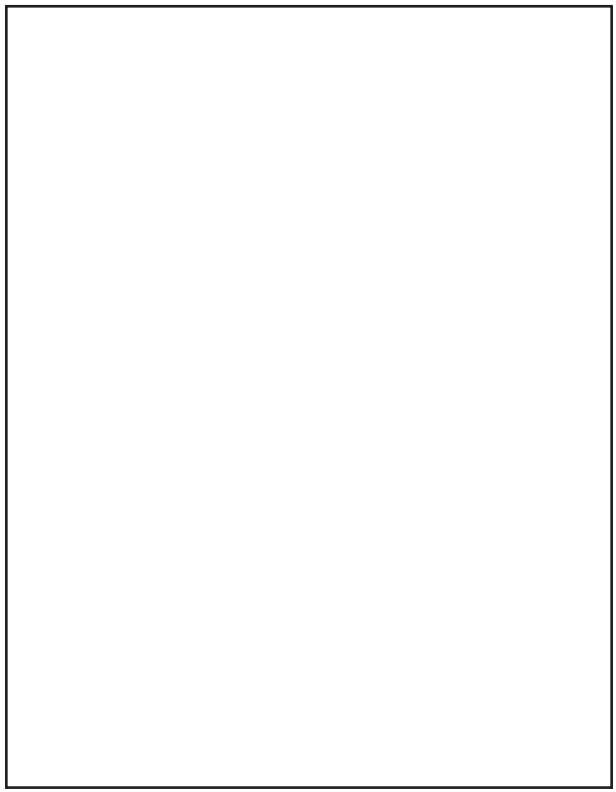
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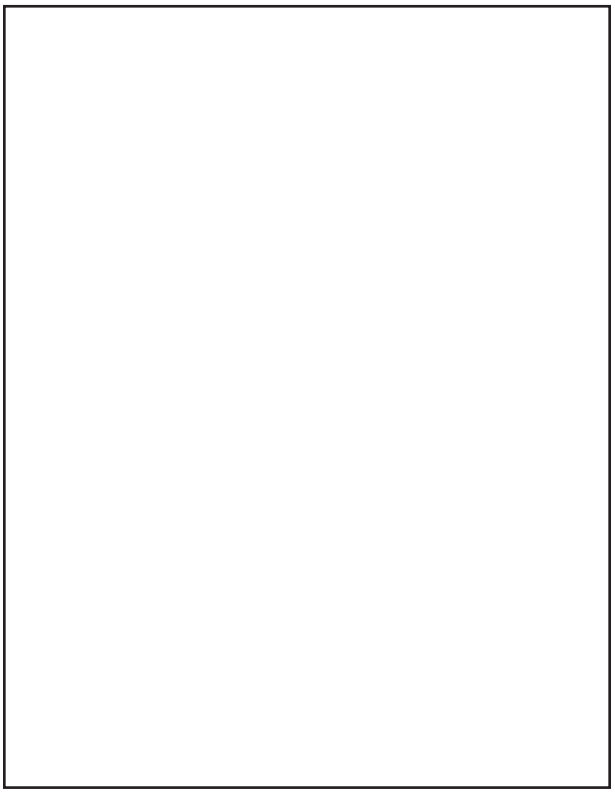
Domestic Partners Benefit Forms
Affidavit of Same Sex Domestic Partnership



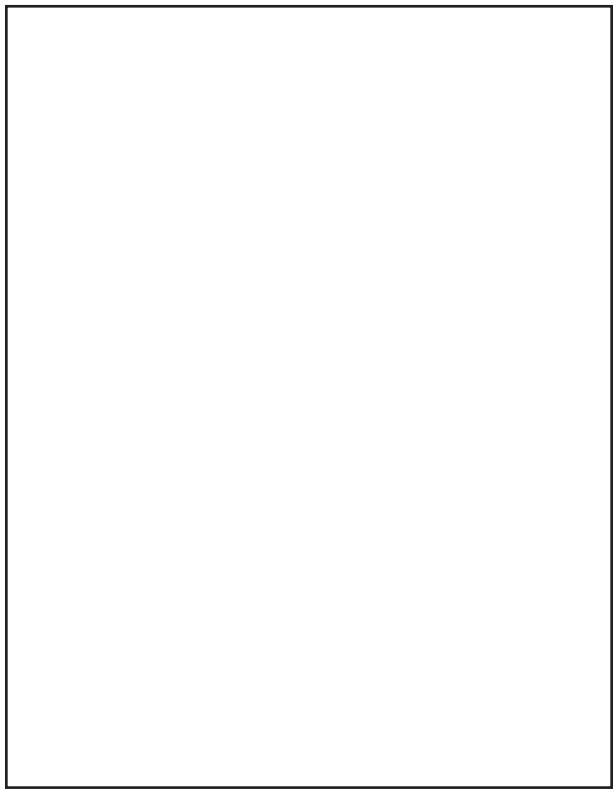
Domestic Partners Benefit Forms
Affidavit of Same Sex Domestic Partnership



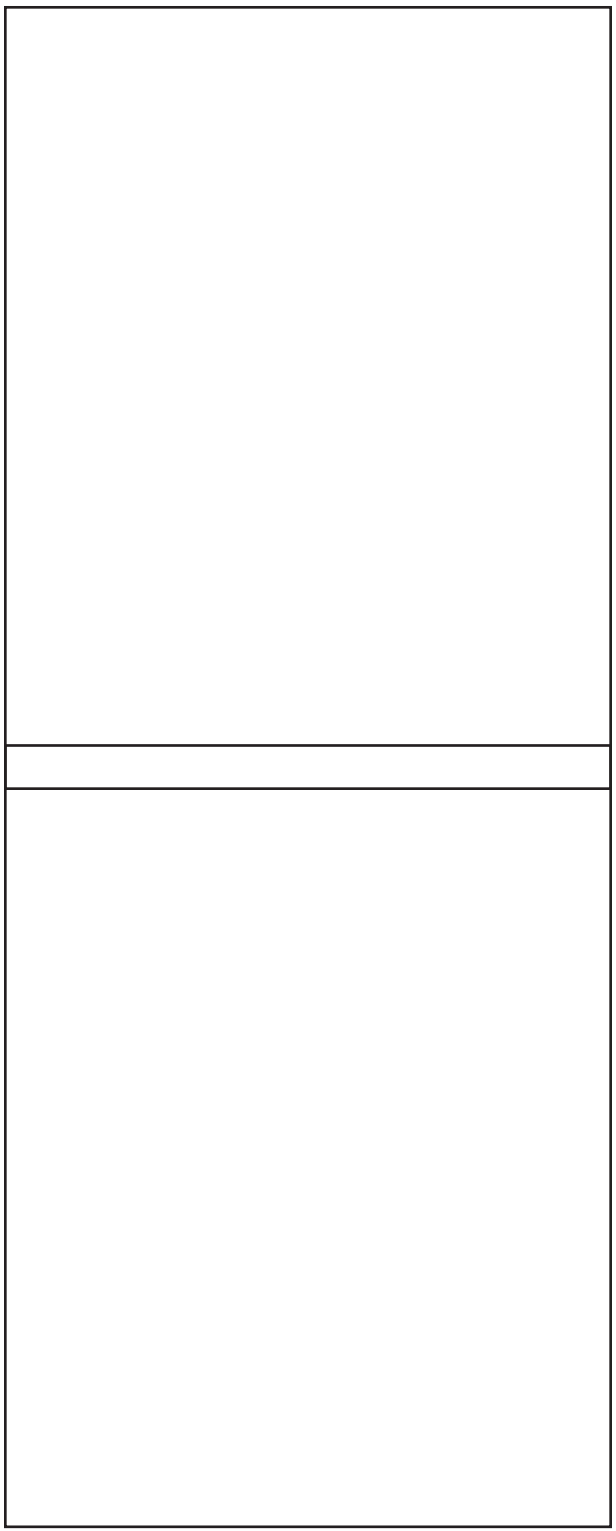
Domestic Partners Benefit Forms
Statement of Termination of Domestic Partnership

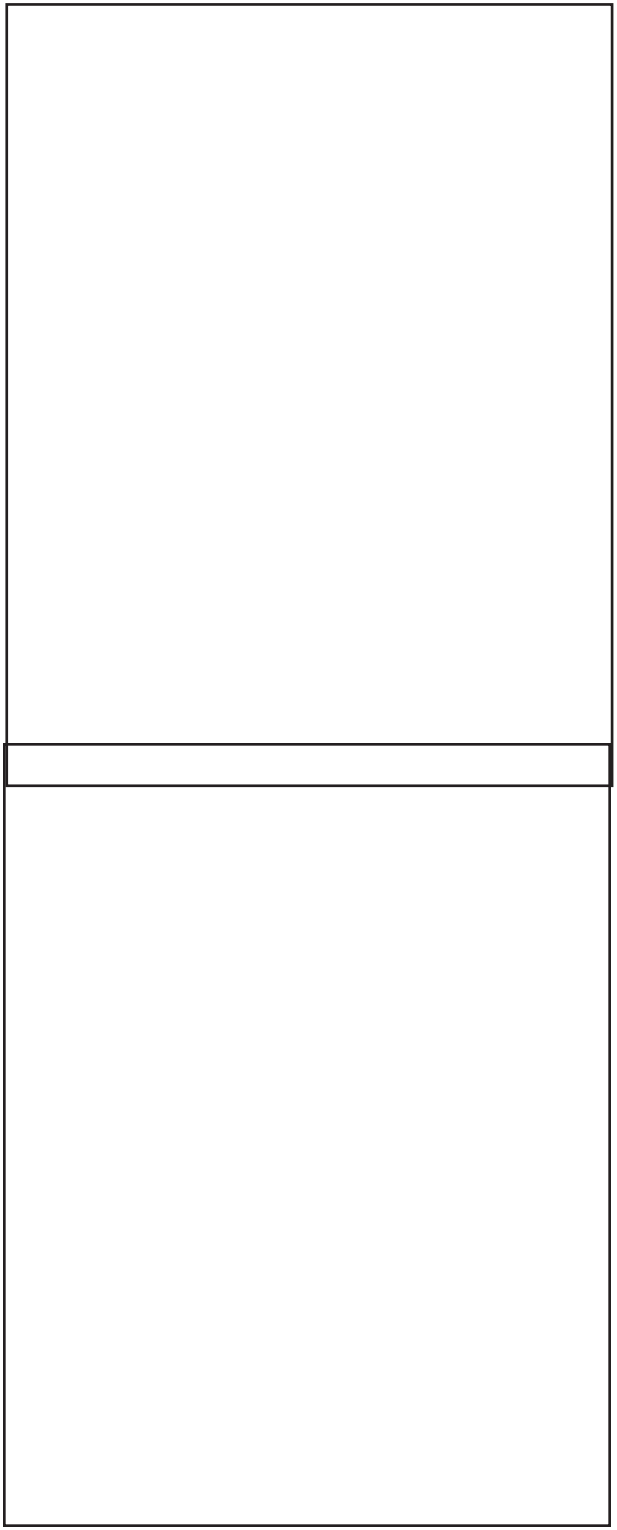


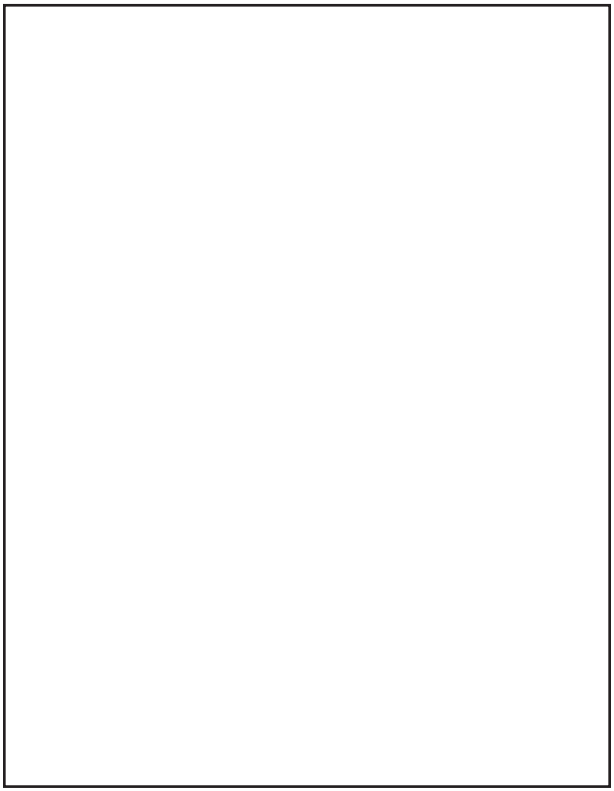
Domestic Partners Benefit Forms
Tax Information Sheet for Domestic Partners



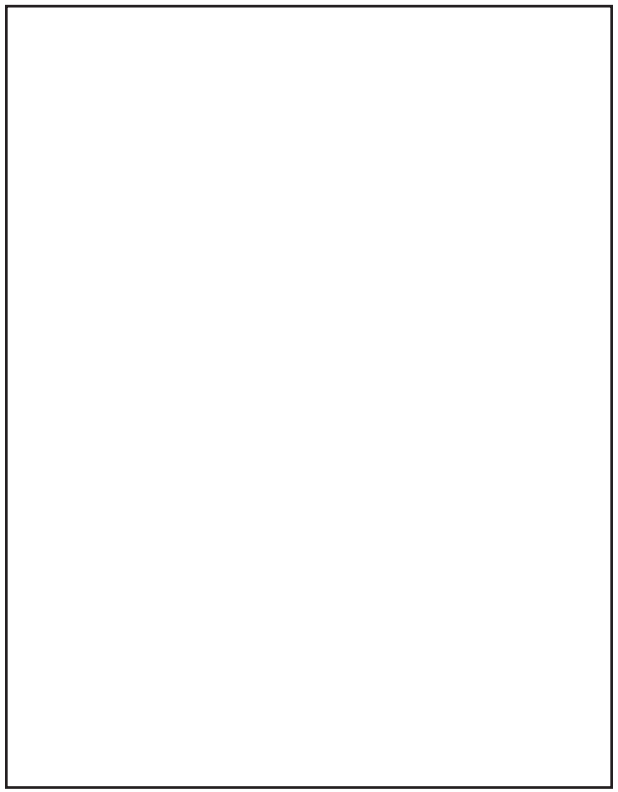
Elementary School Report Cards
Primary Sample Card



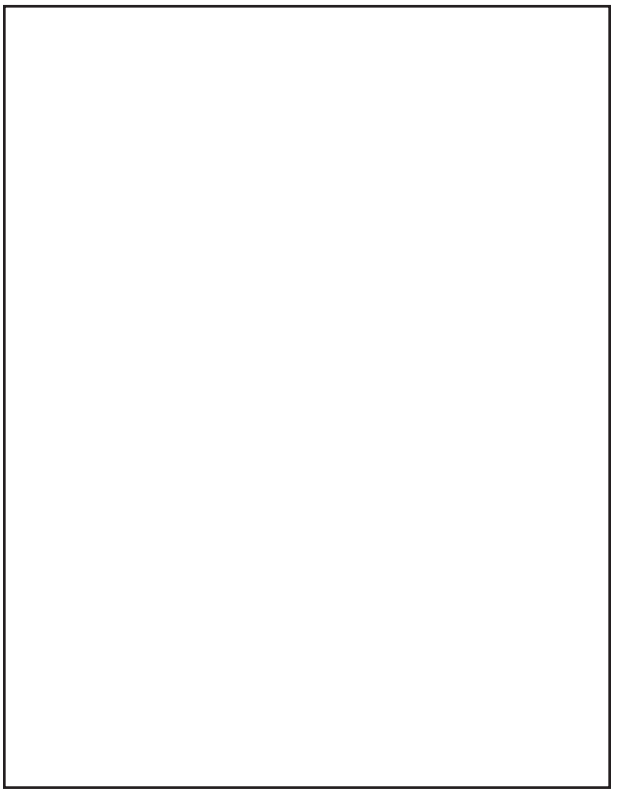




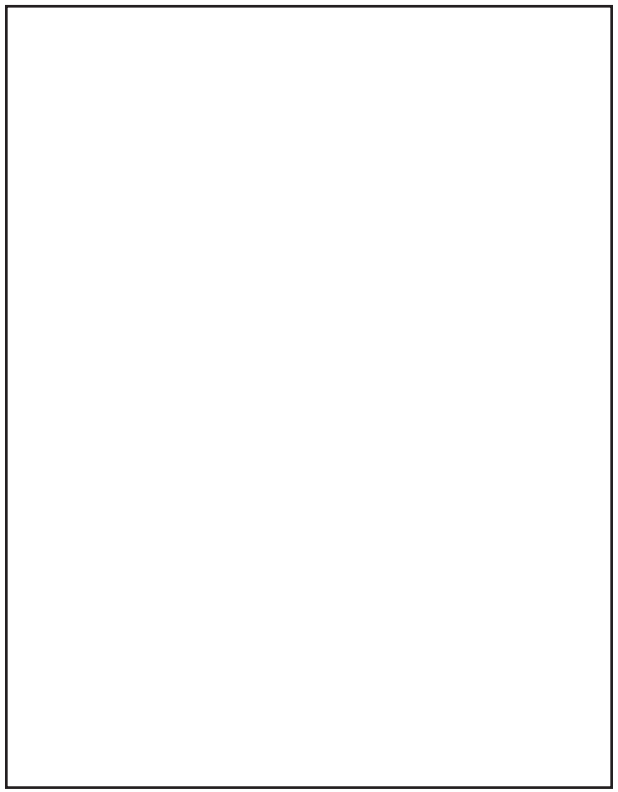
Fee Waiver Application



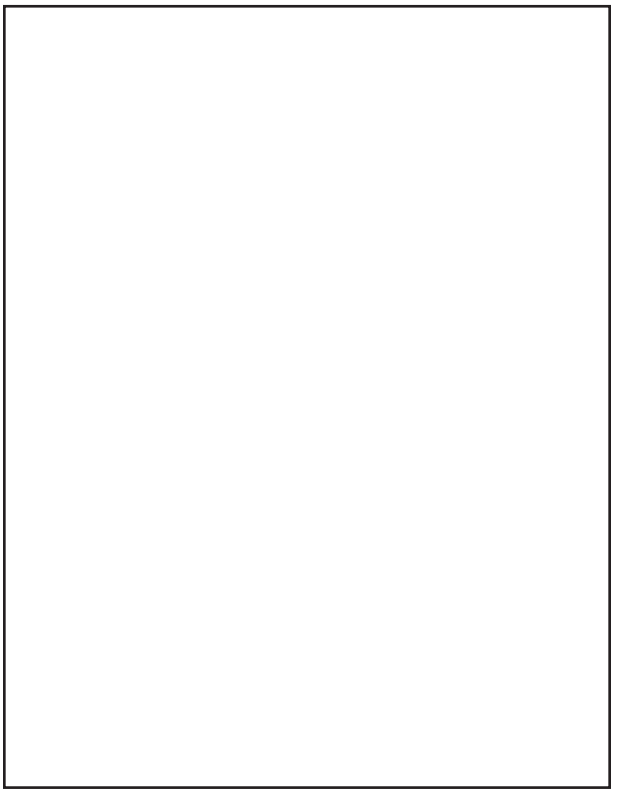
Grievance Form



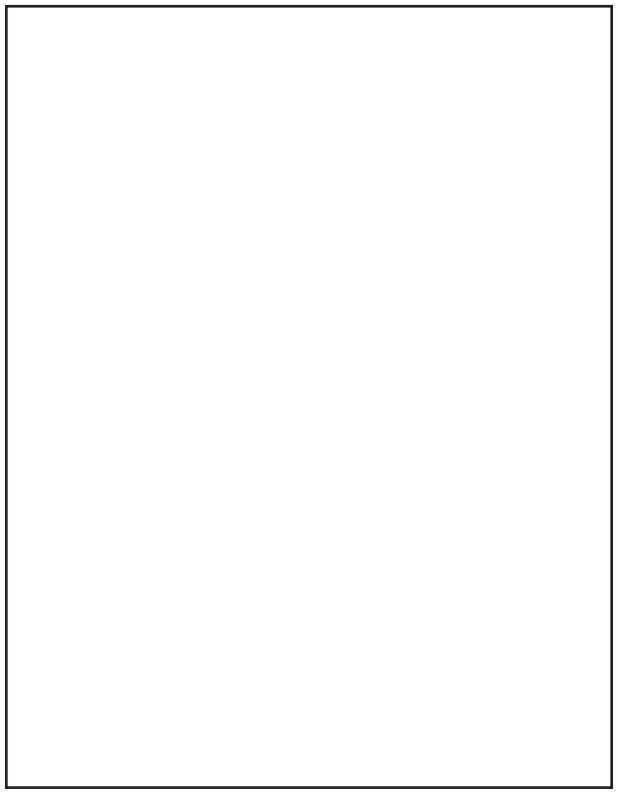
PAR Evaluation–Intern Interim



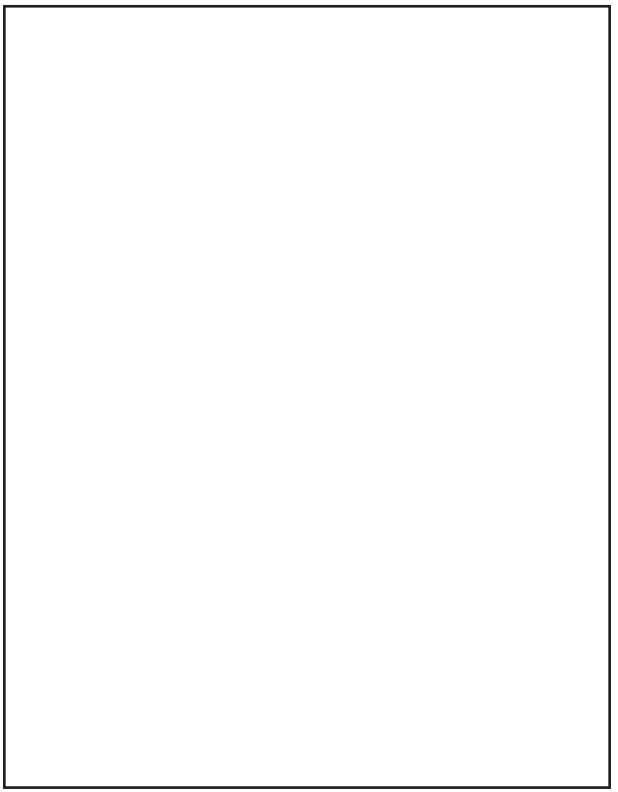
PAR Evaluation–Intern Summary



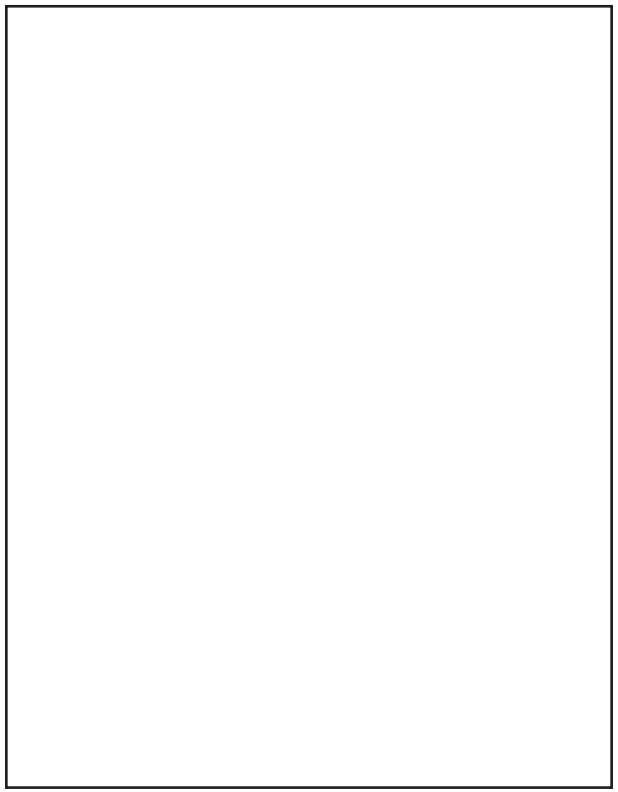
PAR Evaluation–Principal's Summary



Professional Leave Form



Salary Change Application Form



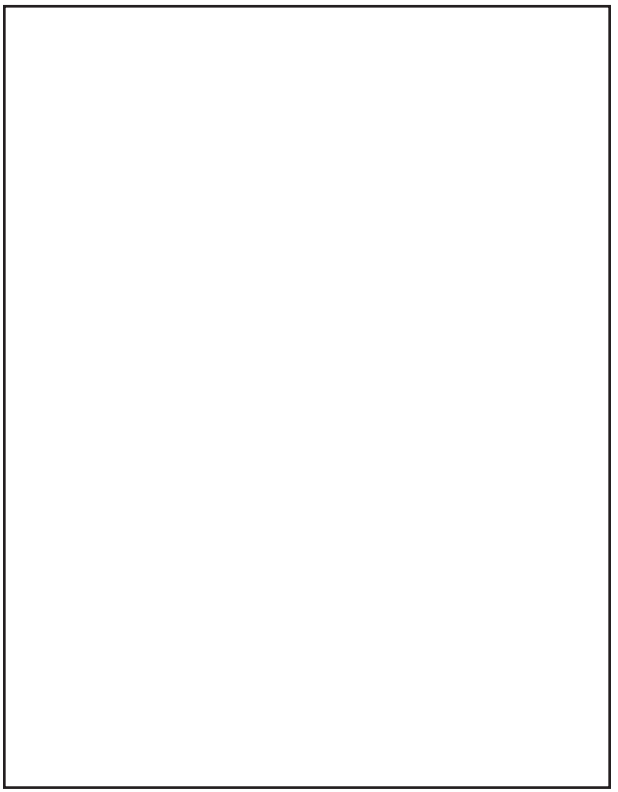
All professional personnel who will be eligible for a salary increment as a result of having completed additional training should complete an "Application for Salary Change" form and submit the form with an official transcript of such training. Transcripts should be requested from the university as early as possible, since delivery may take 2 to 3 weeks. Grade slips can be accepted only if stamped with the seal of the university.

Application for Salary Change Forms are attached. If additional forms are needed, they may be reproduced locally or be obtained from Personnel Administration, Telephone 365-5658.

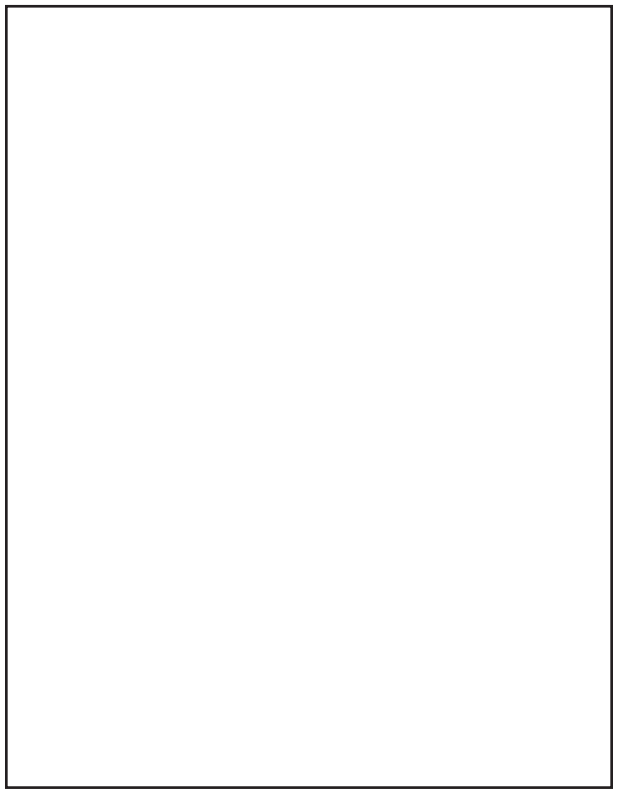
901.02

C. Salary column placement for training beyond the bachelor's degree shall be effective the earning period following the submission of the required documentation to the Personnel Office.

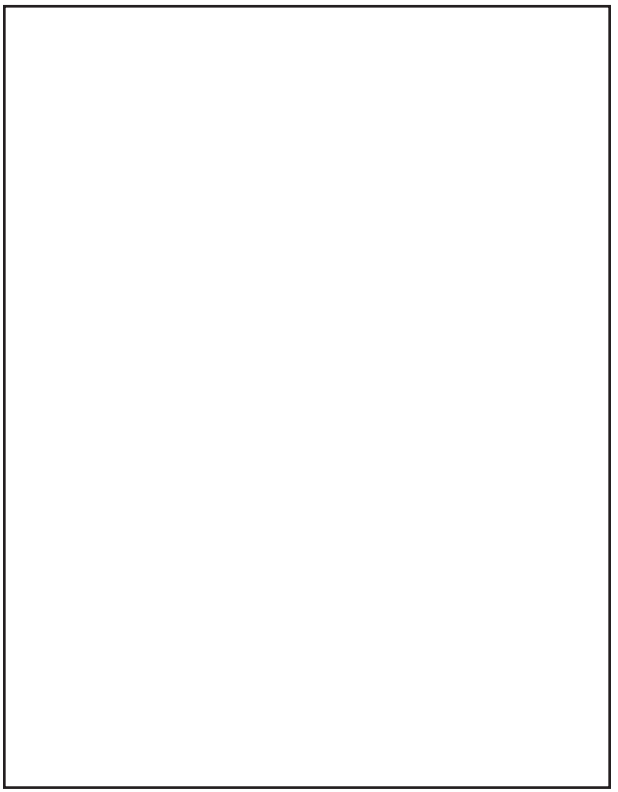
Sick Leave/Unpaid Leave of Absence Form (Long Term)



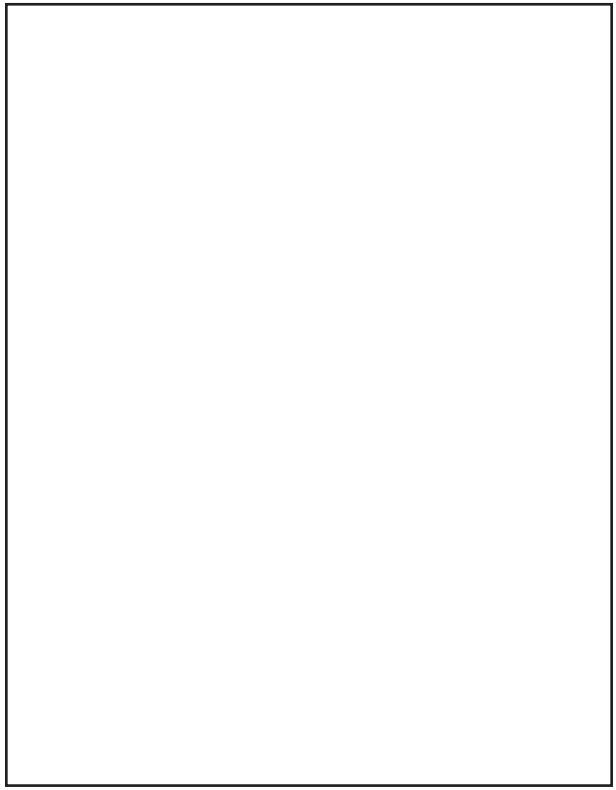
ETR Forms



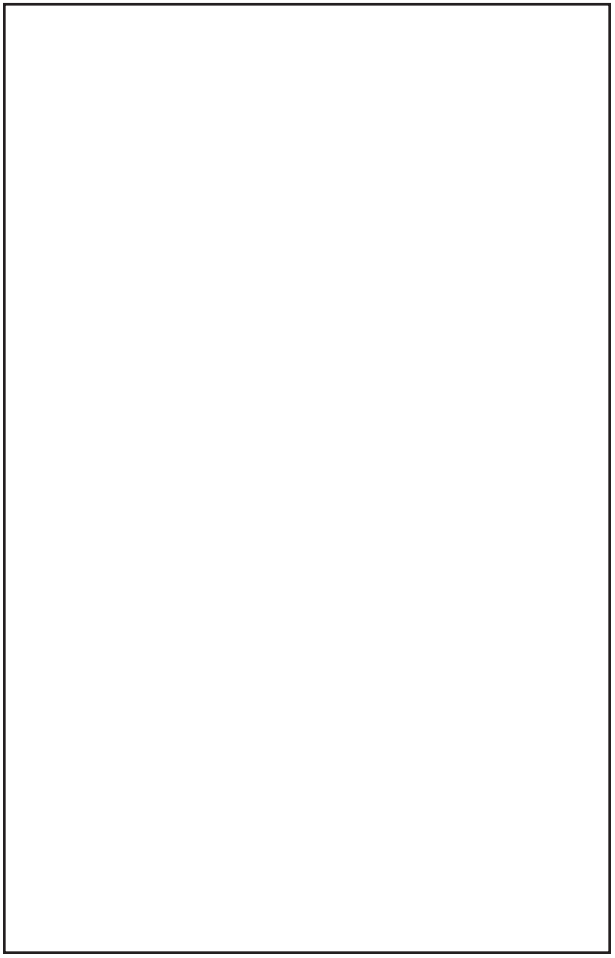
IEP Form for Appeal



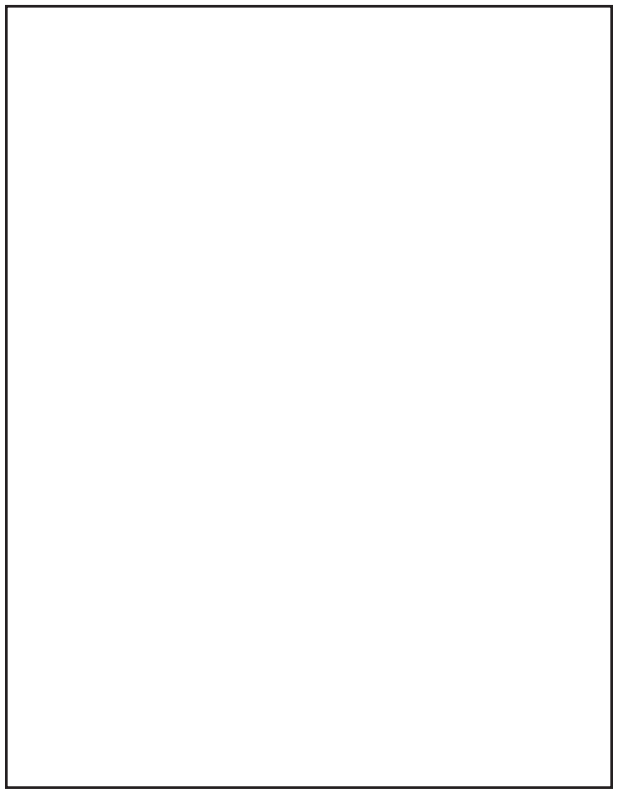
IEP Forms



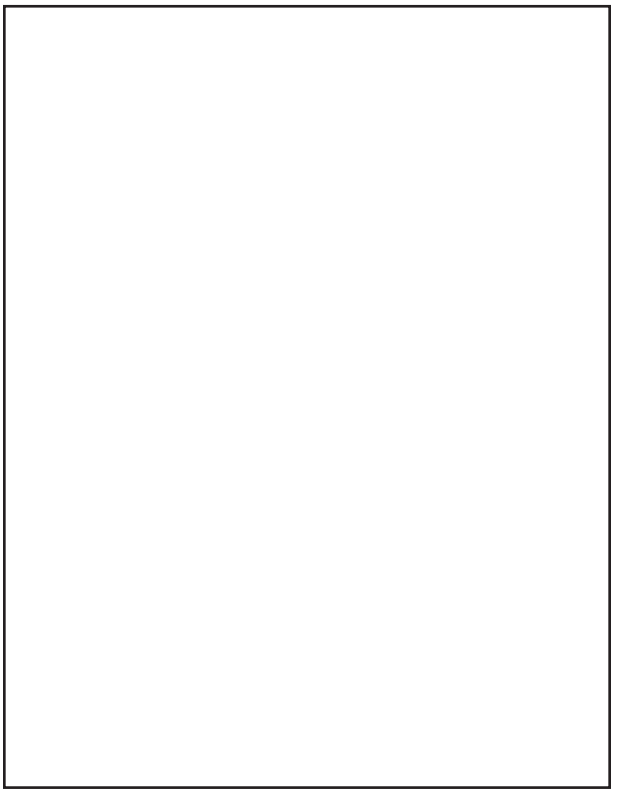
Teacher Evaluation



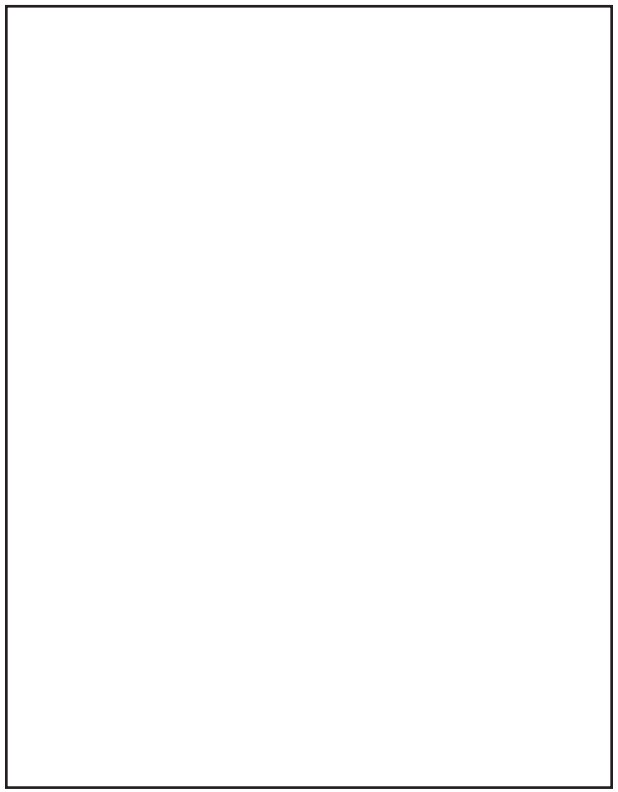
Appraisal Form



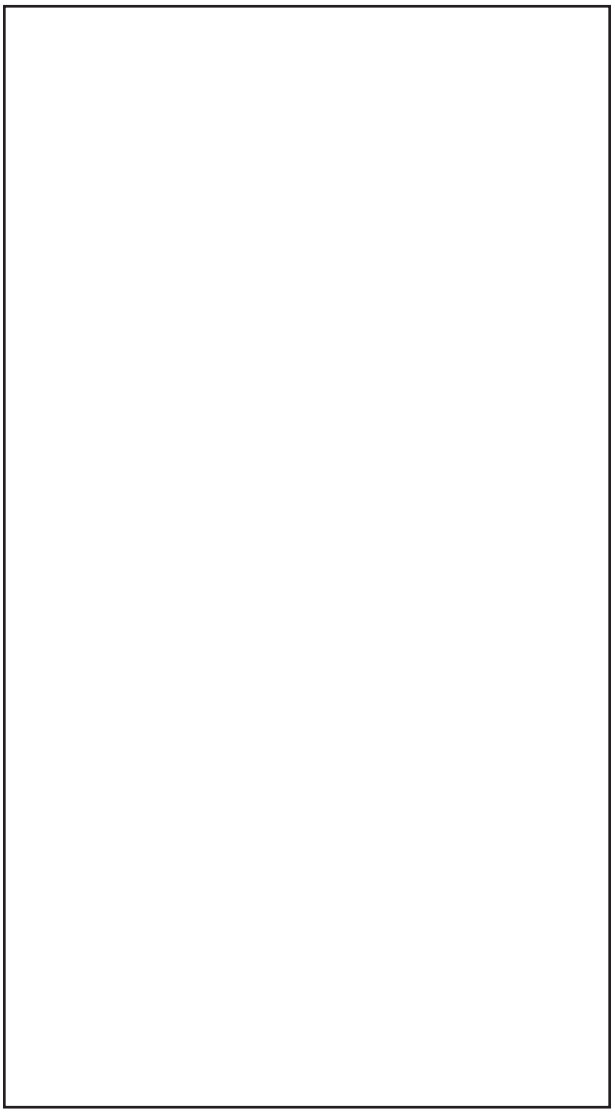
Notice of Special Evaluation



Teacher Pay Plan Change Form



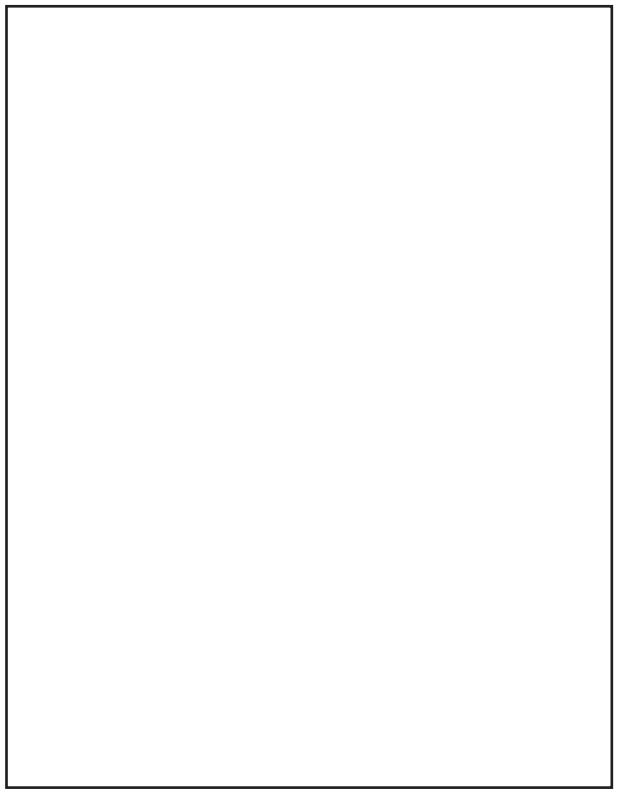
Transportation Reimbursement Form



The back of this form has the following instructions:

1. This form is to be used for reimbursements for in-town travel only.
2. Unavoidable parking fees will be reimbursed. Parking receipts are required to accompany parking fees above $1.
3. This form should be signed by the employee's immediate supervisor.
4. Completed reports should be forwarded to the Accounts Payable Department in the treasurer's Office.
5. Telephone calls should be directed to Treasurer's Office at 365-6400.

Trip Requisition Form



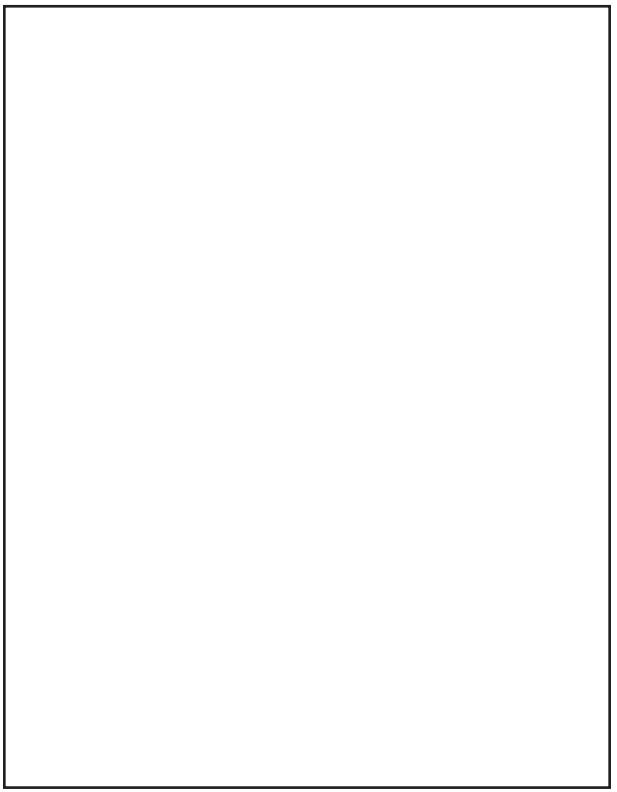
Directions for Completing
Field Trips (School Days) 9:30 a.m.–12:30 p.m.

1. One (1) requisition must be submitted for each bus required. If equipment is being transported, it must be placed on the seat or held by the students. Please consider this when filling out requisitions.
2. Submit the requisition to the Transportation Office. Please do not call to reserve buses. Requisitions must be received in the Transportation Office fifteen (15) days prior to the trip. All field trips are run between 9:30 a.m. (school pick-up)–12:30 p.m. (leave destination).
3. Wheelchairs: Each lift bus can transport six wheelchairs. If a lift bus is needed, in addition to a regular bus, make out a separate requisition for the lift bus. Write **LIFT** in the upper left corner of the requisition.
4. List your facility code an appropriate box and provide the proper coding for billing. Incompleted forms will not be processed and will be returned to the sender. Please make sure proper coding for billing purposes is provided.

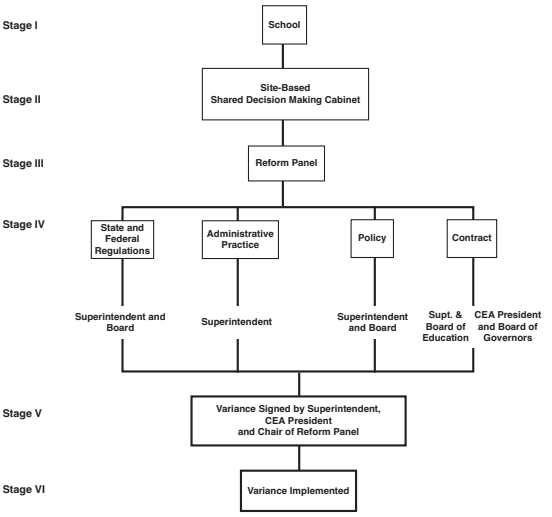
After school hour, Saturday and Sundays

1. If an Activity Route is required, please list the pick up times and stop locations under Activity Route. List only approved stop. Trips may not begin before 4:30 p.m. on school days.

Variance Process for School Reform–Procedures



Variance Process Flow Chart



Columbus City Schools

SYLLABUS
for use with
Appraisal of the Professional
Revised - July 1986

(Note: This Agreement calls for the redesign of the evaluation instrument and process described below.)

Philosophy

The philosophy underlying the development of the *Appraisal of the Professional*, *A Step to Professional Growth*, is inherent in the title itself.

The essence of this philosophy is evident in the following list of statements:

1. The appraisal system allows for the development of a close working relationship between the professional and the evaluator. The goal of professional and evaluator must be an authentic attempt to assist in professional growth and development.
2. The professional appraisal system is linked to professional growth or improvement in the assigned area of responsibility.
3. Focus of the professional appraisal system is to be on professional performance.
4. The professional fills many roles, some of which are not limited to the classroom.
5. Appraisal is to be conducted by the building administrator or other designated evaluator.
6. The use of the evaluation instrument is flexible enough to meet the needs of all professional staff, regardless of assignment.
7. Standards of effective performance should be established which are credible to the professional, undiminished by vague and loosely defined terms.
8. The appraisal system provides a reasonable means with appropriate due process for terminating the employment of personnel who are not performing successfully.

General Procedures

The "appraisal of the professional" must be viewed as a process through which professional performance is evaluated, plans for improvement of performance are formulated and recognition of success is formalized as a part of professional evaluation.

In order to be responsive to the varied assignments of professional educators, the evaluation instrument must be interpreted as it relates to the professional's assignment. "Teaching Performance," for professionals performing their responsibilities in areas other than in the classroom, should reflect the effectiveness with which the individual carries out his/her specific assignment.

In the evaluation of guidance counselors, both the counselor and the evaluator should give due consideration to the unique role of the counselor. The document entitled "Guidance Services, K-12 Written Guidance Program Plan," dated August 1985, will be useful in understanding the role of the counselor.

Professional personnel who are not assigned to a specific school on a full-time basis will be evaluated by their supervisor and/or other professional who is knowledgeable about the individual's performance in a given program or assignment. If the evaluator is a person other than the building administrator, the evaluator shall be identified to the professional at the time of assignment or prior to

October 1 of the initial year of assignment of the professional in the position.

The Major Activities Which Must Take Place Under Normal Conditions

1. The evaluator arranges visitations and/or observations with each professional staff member for whom he/she is responsible for purposes of gathering information needed for appraisal of performance.
   A. The following number of evaluations shall be conducted by the building administrators based upon continuous experience in the Columbus City Schools:*

      1st and 2nd years .....2 evaluations
      3rd year .....1 or 2 evaluations at administrator's option
      4th and 5th years .....1 evaluation
      subsequent years .....1 evaluation every second year, commencing with the seventh year

      *"Continuous experience" shall not include the consideration of a school year during which there was a leave of absence in excess of sixty-one (61) days

      (Under normal conditions where two evaluations are provided above they should be spaced approximately two or more months apart.)

   B. Evaluations provided for in paragraph A shall be for the major purpose of assisting the professional toward improved instruction.
   C. Where a building administrator deems that a professional's performance is seriously unsatisfactory and it is the evaluator's intention to recommend involuntary transfer, nonretention of full-time hourly professional employees, nonrenewal of contract, termination of contract, or investigate further with the possibility of making any of the aforementioned recommendations, the administrator shall notify such professional of his/her intent in writing on the Notice of Special Evaluation form (see attachment). Such notification shall set forth the specific areas of alleged unsatisfactory performance. Following such notification the administrator shall evaluate the professional's performance, observing all stipulated activities except paragraph A. A conference shall be held between the administrator and the professional to discuss the professional's performance prior to any final action by the administrator. The professional may be accompanied or represented by an Association representative at such conference and shall have three (3) days prior notification of the conference. Regular evaluations provided for in paragraph A shall be performed before such Special Evaluations, except the second evaluation for 1st and 2nd year teachers, or when an unusual condition is deemed to exist.
   D. Classroom observations of the work performance of a professional for the purpose of a formal written evaluation shall be conducted openly with the observer visible to the professional. A minimum of one (1) and a maximum of three (3) such observations shall be accomplished through

prior arrangement with the professional. In addition, a maximum of three (3) such observations may be accomplished at the convenience of the building administrator provided the number of such observations does not exceed the number of observations accomplished through prior arrangement. When unusual conditions are deemed to exist, observations are not required if such observations would not substantively contribute to an evaluation of the unusual condition.

2. Appraisal conferences are arranged for professionals who are identified in paragraphs A or C above.
3. Goals for improvement, professional growth activities and the general statements section must be completed by the professional and the evaluator if one or more ratings of unsuccessful are recorded, except when an unusual condition is deemed to exist.
4. The direct involvement in the evaluation process of persons other than building administrators or immediate supervisors shall be only under the following circumstances:
   A. The Human Resources Department may determine to become involved in cases where the building administrator or immediate supervisor (1) recommends an involuntary transfer, non-renewal of contract, termination of contract, or non-retention of a full-time hourly professional employee as a result of the Special Evaluation; or (2) when an unusual condition is deemed to exist; or (3) upon the professional's request.
   B. Area principals, supervisors (other than the professional's immediate supervisor) and other personnel shall be involved upon a professional's request or at the request of the building administrator or immediate supervisor. The role of area principals and supervisors directly involved in evaluation shall be to make recommendations for improvement to the professional being evaluated and such recommendations may also be communicated to the evaluator.
   C. When an evaluation is being conducted as a result of a Special Notice and other personnel do observe the professional's performance and make any type of report to the evaluator or other administrator, such report shall be provided in full to the professional in a conference among the professional, the evaluator or other administrator, and the observer. The professional shall be entitled to Association representation at such a conference.
   D. Final decisions as to a professional's evaluation shall remain with the building administrator or immediate supervisor, except as provided in the PAR Program.
   E. Nothing in this Section 4 is intended to restrict the evaluator from consulting with the Human Resources Department about evaluation practices or procedures in general or to review the practices and procedures related to a specific evaluation of a professional.
   F. When the professional is in the PAR Program.

Completing the Appraisal of the Professional Form

Background Information

"Grade/subject/position" should be used because not all professional staff are assigned to the classroom. This piece of information can also be used as a check to see if the person is assigned to duties related to his/her major field of study and areas of certification.

"Degrees held" gives some indication of the efforts of the individual toward professional improvement and professional preparation.

"Areas of certification" gives an indication of whether the person is assigned to an area in which he/she has professional competence, and should perform satisfactorily without undue stress.

"Years of continuous Columbus service" can be used as a cross check for the type of contract held and whether to appraise one time or two times a year.

"Service in present school" indicates familiarity with the school staff, pupils, community, and administration.

"Total years of experience" indicates prior professional experience regardless of the system and helps the appraiser form a picture of expected level of performance.

Observation Record

The administrator shall record the observations he/she has made prior to a conference with the professional. The instrument may be dated and initialed by both professional and administrator at the time of observation. In the case of professional personnel performing duties other than in a classroom, the administrator may write "N" for not applicable. Notations made during or resulting from an observation shall not be placed in the professional's personnel file.

Verification of Conference

This portion of the instrument complies with Article 401.07 of the negotiated contract, which states, "All evaluations or reports on an observation must be dated and signed by the teacher. Such signatures shall not necessarily indicate agreement with the evaluation." This signature and date of the conference should be affixed upon completion of the instrument and termination of the conference.

Contents of the Evaluation

The "code" to be used in making the evaluation is as follows:

S = Successful–The professional who is meeting acceptable standards of performance.

U = Unsuccessful–The professional who is not meeting the minimal levels of performance or competence expected.

N = Not Applicable–For the professional who is performing duties for which all eight categories or individual categories would not or should not apply.

The professional shall be given a facsimile of the official appraisal instrument and may consider each of the eight items and code in his/her response prior to the conference. Each of the applicable items may be discussed during the conference and the evaluator may transfer the responses from the facsimile on to the official appraisal instrument at the option of the professional.

Goals for Professional Improvement

This portion of the instrument may be filled in at the option of the professional and/or administrator, except when ratings of unsuccessful have been received. In the latter cases, one or more goals for improvement must be recorded by both the professional and the evaluator.

Proposed Professional Growth Activities

This portion provides space for both the evaluator and the professional to suggest specific activities for professional improvement. *If one or more ratings of unsuccessful are recorded, both the professional and the evaluator must participate in the completion of this section.*

General Statements

This portion is provided to meet the following two objectives:

1. Completion of this section by the professional and the evaluator is required if one or more ratings of unsuccessful have been recorded. This provides an opportunity for both parties to comment constructively in regard to those areas marked unsuccessful. Comments in this space should be related to the factors being evaluated. This space is not provided for either party to introduce additional factors or to get in a "final word."
2. The professional and/or evaluator are encouraged to comment on outstanding levels of performance by the professional.

Evaluator's Recommendation

An evaluator's recommendation is to be recorded only in cases in which the evaluation is a Special Evaluation.

Distribution

Following completion of the conference and validation of the appraisal form by both professional and administrator signatures, one copy is to be given to the professional, one is to be sent to the Human Resources Department, and one is to be retained by the building administrator.

PAR

Nothing in this syllabus will prevent the PAR Panel from adopting Intern Evaluation Procedures and Intervention Assistance Procedures as said Panel deems appropriate.

Part IV

Index to the Master Agreement

Note: *Italicized index items are those that appear in headline or subheadline format in the actual contract inculding article and section titles.*

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TENTATIVE TWO-YEAR AGREEMENT
BETWEEN
THE COLUMBUS EDUCATION ASSOCIATION
AND THE COLUMBUS BOARD OF EDUCATION
June 2, 2009

Chapter 100
Article 101
Recognition
The Board recognizes the Association as the sole and exclusive bargaining representative for all teachers of the District. For purposes of this Agreement, the term "teachers" shall mean the certificated teaching employees of the Columbus City School District including, but not limited to, certificated/licensed teachers, nurses, occupational therapists, physical therapists, dental hygienists, full-time (minimum of six [6] hours per day and a minimum of thirty-seven [37] weeks per year) hourly-rated teachers, **part-time employee positions that are scheduled for more than twelve (12) hours each week during the school year and require licensure from the Ohio Department of Education ("part-time teachers")** part-time hourly-rated tutors who work regularly during the majority of the school year, latchkey teachers and instructional support substitutes. "Teachers" shall also mean other regular full-time professional staff members except classified and civil-service type personnel and except instructional assistants and educational media aides. Members of the bargaining unit as defined above may hereinafter be referred to as "teachers" or "members of the bargaining unit." However, only those provisions of this Agreement which are specifically identified as applicable to hourly-rated tutors, latchkey teachers, instructional support substitutes **and part-time teachers** shall apply to such employees.
109.13 The Association Senior Faculty Representative **in each Columbus school** will not be assigned duties during his/her duty period.

Chapter 200
206.01 Copying machine(s) (or technologically more advanced equipment) and computers shall be made available in the teachers' workspace, classrooms and/or teachers' lounges. **The number of copiers and their capacity shall be equitably distributed among school buildings consistent with funds appropriated and budgeted for such purpose. Copiers shall be maintained and repaired as soon as possible.** The district shall continue to implement secure, advanced technology for teacher access to enter school and student information.
206.05 The parties agree that consistent with Board appropriations, building budgets and the district facilities plan(s), all school buildings should be provided with adequate resources and equipment in a safe **infrastructure, with reasonable attention to lighting and snow and ice removal in school parking lots. The Board shall make reasonable efforts, taking into account timing, transportation, cost and other relevant considerations, to address lack of power, heat or water in a building in a manner that is safe and promotes the well being of students and teachers.** Complaints about alleged non-compliance with EPA or OSHA regulations are subject only to the administrative complaint procedures at the appropriate local, state and federal agencies.
210.06 Principles for elementary grade card computer entry:
1) The computer system should be accessible at all times except for routine maintenance and/or scheduled outages; and
2) Teachers should be able to access the system for personal convenience via their personal computers through a net browser. The District shall strive to achieve these goals through education, technology and other means. If the elementary grade card system is generally unavailable for eight (8) or more consecutive hours between the hours of 6:00 a.m. and midnight or three and one-half (3½) or more consecutive hours during the elementary workday due to system failure during the work week after the end of the grading period, teachers will have an extra work day for the deadline to complete report cards. The District is not responsible for teachers' personal computers or their operation.
213.01 Teachers may be granted job sharing opportunities annually subject to approval of the building principal, Superintendent/designee and the Board. The **salary and Board cost for insurance fringe benefits (Arts. 806, 807, 808 and 809) will be prorated for job-sharers based on their share of 1.0 FTE, effective with the 2010-11 school year.**

Chapter 300 UNCHANGED

Chapter 400 UNCHANGED

Chapter 500
Article 508
Professional Development Related to Special Education
508.01
It is the understanding of the parties that the District should be receiving additional federal funds for specified uses, including special education, on a one-time basis in the 2009-10 and 2010-11 school years. The parties agree that it would be desirable to use some of those funds, if available and sufficient for the purpose, of one to three days (7-21 hours exclusive of lunch) for the CEA bargaining unit for professional development related to special education during that two-year period. Pay for this professional development shall be at the supplemental hourly rate.
508.02 The times and dates for this professional development shall have two or more alternatives for each block of time and shall be determined by consultation between the parties.
508.03 Because the precise amount and permitted use of these funds is not fully known (May 2009), the parties shall in consultation with one another determine whether and the extent to which this section is implemented once the required information is known. Likewise, the parties shall consult about using some of these funds for the purchases of additional hand-held PDAs, testing and instructional materials and for professional development.
508.04 The joint professional development committee shall oversee the implementation of these professional development days/hours.

Chapter 600 UNCHANGED

Chapter 700
701.02 (A) For absence of the teacher due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to others. Up to **twenty (20)** consecutive school days, or up to thirty (30) consecutive school days if the teacher is required to travel to another country for the adoption, may be taken as sick leave at the time of legal adoption of a child.
701.07 ***Catastrophic Illness/Injury***
Sick Leave Donation Procedure
A member of the bargaining unit who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:

A. For purposes of this procedure, the term "catastrophic illness or injury" shall include illnesses, **disabilities, injuries, and/or surgeries**

which are calamitous in nature, constituting a great misfortune, **where the lack of immediate treatment will result in a life threatening or life debilitating circumstance for the employee or immediate family.** Examples of catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of limb
- AIDS
- ALS (amyotrphic lateral sclerosis)
- Cancer
- Cerbral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovasular accident

[Remainder of Section 701.07 per current language]

Chapter 800
Article 806 Health Benefits

806.01 The Board shall provide one or more health benefit plans to teachers. As of January 1, 2010 the only such plans are the Preferred Provider Organization ("PPO") plan and the Exclusive Provider Organization ("EPO") plan. Those two plans will remain in effect as they existed in May, 2009 until changed by decision of the Joint CEA/Board of Education Insurance Committee established in Section 806.05 below. The Board will implement best practices at the time they are required by the State's School Employees Health Care Board to be effective.

806.02 During the term of this Agreement, a member of the bargaining unit married to, **or the domestic partner of** another employee of the Board, both of whom are eligible for the benefits provided in **Section 806.01** above and who have no dependents, shall be provided two (2) single plans or one **single plus one** plan at the option of such employees. In addition, such personnel shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status. If the notification requirement is not met within the thirty (30) day period, family coverage will be effective on the first day of the month following such notification.

806.03 During the term of this Agreement, members of the bargaining unit may elect to enroll in a health maintenance organization offered by the Board as an alternative to the program provided above in Section 806.01. Such election shall be in accordance with the following:

A. The employee shall pay, by the monthly payroll deduction schedule, the difference between the cost of the health maintenance organization and the Board's cost for such employee coverage as provided in **Section 806.04 below**.

B. Teachers may change their status under this program with regard to enrollment, withdrawal, or change to **other plans** during the enrollment period.

806.04 The Board shall contribute the amounts derived from the following percentages toward the monthly funding ("premium") cost for health benefits for one-half time or more teachers and for full-time hourly professional employees based on the "benchmark plan." The "benchmark plan" is the PPO unless and until the plans are changed by the Joint CEA/Board of Education Insurance Committee. If the Joint CEA/Board of Education Insurance Committee offers three or more plans, the "benchmark plan" will be the second to lowest cost plan.

Plan Coverage	**Board Contribution of Benchmark Plan Cost**
Single	**90%**
Single plus one (except as below)*	**90%**
Single with spouse or domestic partner enrolling for primary coverage to begin with the 2009–10 contract year or thereafter	**70%**
Family (except as below)*	**90%**
Family with spouse or domestic partner enrolling for primary coverage to begin with the 2009–10 contract year or thereafter	**70%**

***The three-tiered premium structure (adding "single plus one") will take effect January 1, 2010. Teachers who were CEA bargaining unit members in May 2009 shall, so long as they are continuously employed as teachers by the Board, be entitled to enroll a spouse for primary coverage with 90% Board contribution if a "qualifying event" occurs that allows changes in enrollment outside the open enrollment period.**

It is the parties' intent to limit health and prescription drug ("insurance") benefit cost increases to less than eight percent (8%) annually. Beginning in the fall of 2009, if the insurance plan consultant recommends increases in per employee per month (PEPM) funding for the calendar year beginning on the next January 1 of eight percent (8%) or more, the Joint CEA/Board of Education Insurance Committee shall determine what plan design changes to make, if any, to bring the PEPM funding increase below eight percent (8%) for the year beginning January 1. The Joint Committee may agree on plan design changes, higher contribution rates or a combination of both. If the Joint CEA/Board of Education Insurance Committee does not make such agreement, the funding increases above eight percent (8%) shall become employee surcharges through payroll deduction in addition to the employee cost for insurance set forth above.

806.05 Joint CEA/Board of Education Insurance Committee.

The parties agree to continue to maintain a joint insurance committee, consisting of five (5) persons appointed by the Association President and four (4) persons appointed by the Superintendent. The Association President and the Superintendent shall each name a co-chair.

A. Mission: To provide leadership and guidance in the management of the district's health benefits provided for the CEA bargaining unit.

B. Decisions: All attempts will be made to utilize consensus decision making strategies; however, in lieu of such, at least 2/3 vote of the full committee membership will be required to pass a resolution or reach agreement.

C. Scope: The joint committee shall make recommendations to the Board of Education on matters including, but not limited to, plan design, wellness programs, coverage for other members of the teacher's household, funding levels, premiums and employee contribution levels for the CEA bargaining unit. These recommendations, if approved and signed by the CEA President and Superintendent, shall be binding as if negotiated and ratified.

D. Meetings: Meetings will be scheduled as needed by the co-chairs. Each meeting will have a regular recorder (non-voting). A quorum is required consisting of at least three (3) members form the Association and two (2) members from Administration. **The joint committee will make recommendations on the selection of providers and consultants.**

Article 809
Term Life Insurance

809.01 The Board shall provide, at Board expense, $50,000 group term life insurance for members of the bargaining unit employed on a full-time basis and shall provide, at Board expense, $25,000 group term life insurance for members of the bargaining unit who are contract teachers employed on a half-time basis or more but less than full-time.

809.02 Members of the bargaining unit may elect to buy additional group term life insurance in addition to that provided in Article 809.01.

The parties shall provide opportunity for individuals to purchase additional term life insurance in the maximum amount permitted by the carrier. To the extent possible, coverage shall be offered to bargaining unit members without need of physical exams. This additional insurance shall be paid through payroll deduction **with the employee paying the total cost of the voluntary additional life insurance, effective January 1, 2010.** Election of this additional coverage or deletion of this additional coverage shall be made each year only during the **open enrollment period** with an effective date of the following January 1.

Article 810
Severance Pay

810.01 Members of the bargaining unit who have been employed by the Board for at least five (5) consecutive years may, at the time of their separation from service with the Columbus City Schools, elect to be paid in cash for the value of their accrued but unused sick leave and personal leave credit in accordance with Section 810.02 below. The following stipulations shall apply:

A. Only those members of the bargaining unit whose effective date of retirement with the State Teachers Retirement System is no later than one hundred twenty (120) calendar days after the last paid day of service, the last day of an unpaid leave of absence with the Columbus City Schools, or while on layoff status as defined in Article 704 of this Agreement, shall be eligible to be paid for such accrued but unused sick leave/personal leave credit.

B. Such payment shall be based on the eligible member's rate of pay at the time of separation.

C. Payment for sick leave and personal leave on this basis shall be considered to eliminate all sick leave and personal leave credit accrued by the eligible member at that time.

D. Such payment shall be made only once to any employee.

E. Such payment shall be made **on the first payroll date, if feasible, otherwise the second payroll date, following the effective date of the teacher's retirement with STRS, and in no case will the payment be made outside of the two and one-half month period after the employee's last paid contract day.**

810.02 The cash payment to an eligible member or beneficiary receiving severance pay shall be determined by and shall include the following:

A. Fifty (50) percent of the member's accrued but unused personal leave days.

B. The following percentage of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire by **February 1** when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department written notice after September 1 and ninety (90) days before the effective date of retirement, when the effective date of retirement is between November 1 and May 31.

Accumulated Sick Leave	Percentage Applicable to the Specified Number of Days
0–100	25%
>100–200	30%
>200–300	35%
>300–400	40%
>400	45%

C. However, twenty (20) percent of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire after **February 1** of a school year when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department less than ninety (90) days notice before the effective date of retirement, when the effective date of retirement is to be between November 1 and May 31. Exceptions to this provision shall be subject to written mutual agreement of the parties.

810.03 Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

Chapter 900
Article 902
902.01
Teacher Salary Schedules

902.01 Effective the first teacher work day of the 2009-2010 school year, Teachers, and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

Teachers and School Nurses Salary Schedule
2009–10

Years Experience	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree Plus 30 Semester Hours
0	30,571	38,358	39,470	42,539	43,345
1	31,799	39,892	41,043	44,227	45,109
2	33,065	41,503	42,692	45,991	46,912
3	34,407	43,153	44,380	47,832	48,753
4	35,750	44,879	46,183	49,750	50,709
5	37,207	46,682	48,024	51,745	52,742
6		48,523	49,942	53,816	54,852
7		50,479	51,937	55,964	57,077
8		52,512	54,008	58,189	59,340
9		54,583	56,156	60,529	61,718
10		56,770	58,419	62,945	64,173
11		59,071	60,759	65,477	66,743
12		61,411	63,176	68,085	69,428
13		63,866	65,707	70,809	72,190
14		66,436	68,354	73,647	75,105

(Due to rounding, these amounts may differ slightly from actual contract amounts.)

902.02 Teachers and school nurses with a minimum of sixteen (16) years and less than nineteen (19) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have one hundred sixty-three dollars ($163) added to the salary provided in 902.01 above. Teachers and school nurses who had fourteen (14) years of teaching experience, as credited by the Columbus City Schools for salary purposes in the 2008-09 school year, and who have fifteen (15) years of teaching experience at the beginning of the 2009-10 school year, as credited by the Columbus City Schools for salary purposes, shall have one hundred sixty-three dollars ($163) added to the salary provided in 902.01 above.

902.03 Teachers and school nurses with a minimum of nineteen (19) and less than twenty-three (23) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **one thousand four hundred sixty-nine dollars ($1,469)** added to the salary provided in 902.01 above. That amount shall be **one thousand eight hundred one dollars ($1,801) at the beginning of the second semester of the 2009–10 school year.**

902.04 Teachers and school nurses with a minimum of twenty-three (23) and less than twenty-seven (27) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **three thousand seven hundred twenty-four dollars ($3,724)** added to the salary provided in 902.01 above. **That amount shall be four thousand sixty-six dollars ($4,066) at the beginning of the second semester of the 2009-10 school year.**

902.05 Teachers and school nurses with a minimum of twenty-seven (27) and less than thirty (30) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **six thousand eight hundred forty-one dollars ($6,841)** added to the salary provided in 902.01 above. **That amount shall be seven thousand one hundred ninety-six dollars ($7,196) at the beginning of the second semester of the 2009–10 school year.**

902.06 Teachers and school nurses with thirty (30) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **ten thousand one hundred two dollars ($10,102)** added to the salary provided in 902.01 above. **That amount shall be ten thousand four hundred seventy-two dollars ($10,472) at the beginning of the second semester of the 2009-10 school year.**

902.07 Teachers and school nurses with fifteen (15) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, and who are in the Master's Degree, Master's Degree Plus 30 semester hours, or Ph.D. track shall have two hundred dollars ($200) added to the salary provided in 902.01 above.

902.08 The effect of the two different longevity amounts in each of Sections 902.03–902.06 above is that for the full 2009–10 school year the teacher will be paid the salary provided in section 902.11 above and half of each of the particular longevity amounts in the applicable section.

902.09 Effective on the first teacher work day of the 2010-11 school year, Teachers and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

Teachers and School Nurses Salary Schedule
2010-11

Years Experience	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree Plus 30 Semester Hours
0	31,183	39,125	40,260	43,390	44,211
1	32,435	40,690	41,864	45,111	46,011
2	33,726	42,333	43,546	46,911	47,850
3	35,095	44,016	45,268	48,789	49,728
4	36,465	45,776	47,107	50,745	51,723
5	37,951	47,615	48,985	52,780	53,797
6		49,493	50,941	54,892	55,949
7		51,489	52,975	57,083	58,218
8		53,562	55,088	59,353	60,526
9		55,675	57,279	61,739	62,952
10		57,905	59,587	64,204	65,456
11		60,253	61,974	66,786	68,078
12		62,639	64,439	69,447	70,816
13		65,143	67,021	72,225	73,633
14		67,765	69,721	75,120	76,607

(Due to rounding, these amounts may differ slightly from actual contract amounts.)

902.10 Teachers and school nurses with a minimum of sixteen (16) years and less than nineteen (19) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have three hundred thirty-two dollars ($332) added to the salary provided in 902.08 above.

902.11 Teachers and school nurses with a minimum of nineteen (19) and less than twenty-three (23) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **one thousand eight hundred thirty-seven dollars ($1,837)** added to the salary provided in 902.08 above.

902.12 Teachers and school nurses with a minimum of twenty-three (23) and less than twenty-seven (27) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **four thousand one hundred forty-seven ($4,147)** added to the salary provided in 902.08 above.

902.13 Teachers and school nurses with a minimum of twenty-seven (27) and less than thirty (30) years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **seven thousand three hundred forty dollars ($7,340)** added to the salary provided in 902.08 above.

902.14 Teachers and school nurses with thirty (30) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, shall have **ten thousand six hundred eighty-one ($10,681)** added to the salary provided in 902.08 above.

902.15 Teachers and school nurses with fifteen (15) or more years of teaching experience, as credited by the Columbus City Schools for salary purposes, and who are in the Master's Degree, Master's Degree Plus 30 semester hours, or Ph.D. track shall have two hundred dollars ($200) added to the salary provided in 902.09 above.

Article 903
Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, effective the first teacher work day of the 2009–2010 school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be $30.02 per hour. Effective the first teacher work day of the 2010–2011 school year, such rate shall be $30.62 per hour.

Article 904
Full-Time Hourly Professional Employees

904.01 During the term of this Agreement, full-time hourly professional employees (other than "tutors" who are governed by Chapter 1000) shall be paid in accordance with the following: (Full-time is a minimum of six (6) hours per day on a regular basis.)
Effective at the beginning of the pay period in which **July 1**, 2009, occurs:

Years of Experience	Hourly Rate
0, 1 or 2	$32.77
3, 4 or 5	33.98
6 or more	35.24

Effective at the beginning of the pay period in which **July 1**, 2010, occurs:

Years of Experience	Hourly Rate
0, 1 or 2	$33.42
3, 4 or 5	34.66
6 or more	35.94

Section 905.01 – Add Bowling at 8% and 10% (for 15 required hours, with a minimum of 8 participants for single gender or a mixed team.)

Assignment	Step 1	Step 2
Group A	**(%)**	**(%)**
Bowling (15 hours)	**8%**	**10%**

Section 905.04 – Add the following minimum number of participants:

905.04

A. Senior head coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants in individual sports are as follows:

Soccer – 14
Boys' Basketball – 10
Girls' Basketball – 10
Middle School Basketball – 10
Middle School Soccer – 14
Bowling – 8

B. Except as provided elsewhere, senior assistant coaches in 905.01 above shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants necessary to qualify for an assistant coach in individual sports are as follows:

Soccer – 19
Boys' Basketball – 15
Girls' Basketball – 15

A senior assistant soccer coach shall be authorized provided the number of participants exceeds **nineteen (19)**. A senior assistant soccer coach and a senior reserve soccer coach shall be authorized provided the number of participants exceeds **twenty-eight (28)** and there is a reserve team which plays a regular schedule for the season.

K. To be qualified to hold and fulfill a coach's supplemental contract, the coach's driving record (abstract) must be acceptable to the fleet insurer if the coach is required to drive as part of his supplemental responsibilities. **Where appropriate, coaches must have van certification to drive a vehicle that transports students on a non-emergency basis and their drivers' licenses must have acceptable records to the Board's insurer. A teacher who coaches a team where van certification is necessary and who coached that same team in the 2009-10 school year must meet this requirement for the 2010-11 school year.**

Article 908
Gainsharing
908.02

A. The Board shall set aside $2,174,000 each **school year** to fund gainsharing and the Performance Advancement System (PAS–Article 910). **The amount to be used for gainsharing payments will be $2,174,000 minus the total amount of payments in the fall of a particular school year under Article 910 (PAS). Should the PAS payments total more than $1,000,000, the PAS payments shall be reduced across the board so as to preserve at least $1,174,000 for gainsharing from the total amount of the $2,174,000 fund.**

B. Such amounts will be allocated to particular buildings within the District for their success in meeting goals based on criteria developed by a Joint Gainsharing Committee of CEA and Administration representatives. Gainsharing awards per teacher shall not exceed $1,500 per year. Such committee shall consist of three members selected by the President of the CEA and three members selected by the Superintendent. The development of such criteria shall be accomplished prior to January 15, 2001. The committee shall utilize consensus to arrive at the final findings and guidelines and to convey it to the appropriate administrator for commencement of data collection and implementation. Such criteria will contain measurable objective goals including, but not limited to, graduation rates, student attendance, **achievement** test scores, standardized test scores, reduction of disturbances to education. Achievement of adequate yearly progress (AYP) shall be a criterion that must be met for a building to qualify. The Joint Committee shall also take into account factors that correlate with high needs, such as but no limited to, the numbers of students in a building on free or reduced lunch, the experience level of teachers, and student mobility. The joint committee will also recommend how gainsharing can be extended to teachers-on-special assignment. Guidelines for allocation as per the committee consensus shall be implemented.

908.03 Specific details regarding the annual 908.02 goals to be attained in a given building, and the distribution/use of gainsharing funds attained through the reaching of such goals, shall be determined by consensus in each building by the administration and the ABC. Such issues with respect to teachers not assigned to a building shall be determined by the Joint Gainsharing Committee under Section 908.02 above. **The Joint Gainsharing Committee shall determine which schools/teachers will receive gainsharing payments by October 15.** Gainsharing funds shall be available for distribution by November 15 based on success in meeting goals in **the prior** school year. Allocation of gainsharing funds shall be determined by the administrator and ABC by consensus, whose determination of goals and subsequent distribution of funds will thereafter repeat annually as per the preceding stated dates.

Article 910
Performance Advancement System

910.04"Student achievement and demonstrated accountability for student progress" in Section 910.01 above means: (a) for teachers for whose students "value added" data exists for the school year in question, an average value added exceeding one year per student; and (b) for other teachers, achievement measures as determined by the joint committee. This Article constitutes the agreement of the Association and the Board, and of those teachers who volunteer to participate in PAS, to use value added data or like data related to the particular teacher for purposes of this Article, notwithstanding any other agreement, policy or practice of the Association, the Board and/or the teacher or any other organization.

Article 912
Assignment Stipend

912.01 The purpose of this Article is to improve student achievement at high needs school buildings.

912.02 The parties agree to a $4,000 stipend for each "eligible teacher" who is assigned for a particular school year by the Superintendent/designee to accomplish the purposes of this Article 912. An "eligible teacher" is a bargaining unit member who: (a) files a written

statement with the Superintendent/designee by December 1 that he/she is willing to be assigned at the Superintendent's/designee's discretion for the next school year; and (b) is given written notice from the Superintendent/designee by February 1 of his/her acceptance into the assignment program under this Article 912 for the next school year. A teacher may only file a written statement with the Superintendent under (a) if he/she has:

1. **At least five (5) years teaching experience;**
2. **The recommendation of the principal of the building where currently assigned, other administrator, or the Association President; and**
3. **A demonstrated record of student achievement over the last two years by objective measures if available (value added data or similar achievement measurements).**

912.03 The Superintendent/designee will base the selection and assignment of individual teachers on the needs of the District and the licensure, experience and demonstrated abilities of the teacher. Assignments shall not be made in an unreasonable, arbitrary or capricious manner.

Chapter 1000
Article 1010
Hourly Rate

Tutors shall be paid in accordance with the following rates:
A. Effective the first teacher work day of the 2009–2010 school year:

Years of Experience	Hourly Rate
0, 1 or 2	$30.02
3, 4 or 5	31.06
6, 7 or 8	32.14
9 or more	33.21

B. Effective the first teacher work day of the 2010–2011 school year:

Years of Experience	Hourly Rate
0, 1 or 2	$30.62
3, 4 or 5	31.68
6, 7 or 8	32.78
9 or more	33.87

Chapter 1100
Article 1105
Wages

1105.01 Latchkey teachers shall be paid at the following rate per hour for work time that is authorized and approved by the Supervisor of Early Childhood Education or designee:

Effective Date	Hourly Rate
First teacher work day 2009–2010 school year	$30.02
First teacher work day 2010–2011 school year	$30.62

Chapter 1200 UNCHANGED

Chapter 1300
Article 1301
Part-Time Employees

1300.01 The Board recognizes the Columbus Education Association as the exclusive representative of part-time employee positions that are scheduled for more than twelve (12) hours each week and that require licensure from the Ohio Department of Education ("part-time teachers"), excluding substitutes, administrative, supervisory, management-level positions.

1300.02 Such part-time teachers shall be employed exclusively on one-year limited contracts. Evaluation of part-time teachers is not required pursuant to Article 401, and the one-year limited contracts of part-time teachers may be non-renewed by written notice to the employee by April 30 of any school year. Part-time teachers shall be considered "as needed" employees, and the Superintendent or designee may modify or reduce their work hours and assign them based upon need as determined from time to time by the Superintendent in her/his sole discretion. The evaluation and employment contracts of part-time teachers are governed solely and exclusively by this Chapter 1113, which specifically and expressly supersedes and replaces Sections 124.39, 3319.08, 3319.11, 3319.16, 3319.17, 3319.111, and 3319.141 of the Ohio Revised Code.

1300.03 The following provisions, and only the following provisions of this Agreement, apply to part-time teachers: Articles 102, 103, 104, 105, 106, 110, 111, 112, Section 109.02, and Section 109.03 (A-H). This Chapter 1113 eliminates and supersedes any and all past practices of the parties or either of them existing prior to or as of the 2009-10 school year with respect to part-time teachers.

Chapter 1400

Article 1401

Columbus City Schools
2009–2010 School Calendar

School Month	M	T	W	T	F	Holidays in School Year	Prof. Mtgs. & Records Day	Teacher-Parent Conference	Days of No School	No. Days Schools Open
Aug 24–	△24	△25	26	27	28		2			
Sept. 18	31	1	2	3	4					
	○7	8	9	10	11	1				
First	14	15	16	17	18					17
Sept. 21–	21	22	23	24	25					
Oct. 16	28	29	30	1	2					
	5	6	7	8	9					
Second	12	13	14	15	△16		1			19
Oct. 19–	19	20	21	22	23					
Nov. 13	26	27	28	29	30					
	2	3	4	5	6					
Third	9	10	11	12	13					20
Nov. 16–	16	17	18	19	20					
Dec. 11	23	24	□25	○26	□27	1		1	1	
	30	1	2	3	4					
Fourth	7	8	9	10	11					18
Dec. 14–	14	15	16	17	18*	(*Winter recess–Dec. 19–Jan. 3 inclusive)				
Jan. 15	4	5	6	7	8					
	11	12	13	14	15					15
Total	**(First Semester)**					2	3	1	1	88
Fifth	○18	19	20	21	22	1				4
Jan. 25–	25	26	27	28	29					
Feb. 19	1	2	3	4	5					
	8	9	10	11	12					
Sixth	□15	16	17	18	19			1		20
Feb. 22–	22	23	24	25	26					
Mar. 19	1	2	3	4	5					
	8	9	10	11	12					
Seventh	15	16	17	18	19					20
Mar. 22–	22	23	24	25	26					
Apr. 16	29	30	31	1*	□2				1	
	□5	□6	□7	□8	□9				5	
Eighth	12	13	14	15	16					14
Apr. 19–	19	20	21	22	23					
May 15	26	27	28	29	30					
	3	4	5	6	7					
Ninth	10	11	12	13	14					20
May 17–	17	18	19	20	21					
June 4	24	25	26	27	28					
Tenth	○31	1	2	3	△4	1	1			13
Total	**(Second Semester)**					2	1	1	6	90
TOTAL	(Both Semesters)					4	4	2	7	180
	(Teacher Contract Year)									195

Symbols:
- ○ Holiday
- △ Professional Meeting/Records Day (pupils not in attendance)
- □ Days of No School
- ⬡ Parent Conference Day

By majority vote of full-time teachers assigned to a building, with the concurrence of the building principal, the date(s) and schedule for Parent-Teacher Conferences may deviate from this schedule (with an equal total amount of time). If so, all teachers in that building must comply with selected schedule and date(s). Once the schedule has been determined, that practice shall continue until changed by majority vote with concurrence of the principal.

*Schools will close 1/2 hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed one hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 24 and August 25 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. THE ANNUAL SCHOOL OPEN HOUSES WILL BE HELD DURING THE MONTH OF SEPTEMBER. October 16 is set aside as a day when each school principal and staff may plan for a staff development activity. Staff members would have an opportunity to plan, confer, consult or interact as a means of establishing an improved school atmosphere. Individual staff members are free, however, to attend the Capital Day rather than their own school staff function if they so choose. In schools where no staff development program is planned, the individual staff member must choose to participate in a staff development activity at the local building or some other designated place, approved by the principal, or to attend the Capital Day.

Article 1402
2009–2010 School Calendar

First Semester

Begins ..... Aug. 24, 2009
Professional Meeting ..... Aug. 24, 2009
Professional Meeting ..... Aug. 25, 2009
Students Report ..... Aug. 26, 2009
Kindergarten Orientation ..... Aug. 26–28, 2009
Labor Day Sept.7, 2008
Capital Day ..... Oct. 16, 2009
Parent Conference Day ..... Nov. 25, 2009
Thanksgiving Holiday ..... Nov. 26, 2009
Thanksgiving Friday ..... Nov. 27, 2009
Schools Close ½ hour early ..... Dec. 18, 2009
Winter Recess ..... Sat., Dec. 19, 2009–Sun., Jan. 3, 2010
School Resumes ..... Jan. 4, 2010
First Semester Ends ..... Jan. 15, 2010

Second Semester

Martin Luther King Day ..... Jan. 18, 2010
Begins ..... Jan. 18, 2010
Parent Conference Day ..... Feb. 15, 2010
Schools close ½ hour early ..... Apr. 1, 2010
Spring Recess ..... Fri., April 2–Sun., Apr. 11, 2010
School Resumes ..... Apr. 12, 2010
Memorial Day ..... May 31, 2010
Last Day Student Attendance ..... June 3, 2010
Records Day ..... June 4, 2010
Second Semester Ends ..... June 4, 2010

Pay for Days Schools Are Not In Session

Aug. 24, 2009 ..... Professional Meeting
Aug. 25, 2009 ..... Professional Meeting
Sept. 7, 2009 ..... Labor Day
Oct. 16, 2009 ..... Capital Day
Nov. 26, 2009 ..... Thanksgiving Holiday
Nov. 27, 2009 ..... Thanksgiving Recess
Jan. 18, 2010 ..... Martin Luther King Day
Apr. 2, 2010 ..... Spring Recess
Apr. 5, 2010 ..... Spring Recess
Apr. 6, 2010 ..... Spring Recess
Apr. 7, 2010 ..... Spring Recess
Apr. 8, 2010 ..... Spring Recess
Apr. 9, 2010 ..... Spring Recess
May 31, 2010 ..... Memorial Day
June 4, 2010 ..... Records Day

Article 1403

2009–2010 Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees

Reporting Periods		Pay Dates			Deductions & Entitlements									
					Insurance, Annuities, TBS, OTTA & Bonds		Month of Insurance	Organizational Dues		Agency Fees		Charities*	
From	Through	Plan A		Plan B	A	B	Coverage	A	B	A	B	A	B
Aug. 15	Aug. 28	Sept. 11		Sept. 11	1	1							
Aug. 29	Sept. 11	Sept. 25	(A)	Sept. 25	2	2	October						
Sept. 12	Sept. 25	Oct. 9		Oct. 9	3	3		1	1				
Sept. 26	Oct. 9	Oct. 23		Oct. 23	4	4	November	2	2				
Oct. 10	Oct. 23	Nov. 6		Nov. 6	5	5		3	3				
Oct. 24	Nov. 6	Nov. 20		Nov. 20	6	6	December	4	4			1	1
Nov. 7	Nov. 20	Dec. 4		Dec. 4	7	7	January	5	5			2	2
Nov. 21	Dec. 4	Dec. 18		Dec. 18	8	8		6	6			3	3
Dec. 5	Dec. 18	Jan. 1	(B)	Jan. 1	9	9	February	7	7			4	4
Dec. 19	Jan. 1	Jan. 15		Jan. 15	10	10		8	8	1	1	5	5
Jan. 2	Jan. 15	Jan. 29		Jan. 29	11	11	March	9	9	2	2	6	6
Jan. 16	Jan. 29	Feb. 12		Feb. 12	12	12		10	10	3	3	7	7
Jan. 30	Feb. 12	Feb. 26		Feb. 26	13	13	April	11	11	4	4	8	8
Feb. 13	Feb. 26	Mar. 12		Mar. 12	14	14	May	12	12	5	5	9	9
Feb. 27	Mar 12	Mar. 26		Mar. 26	15	15		13	13	6	6	10	10
Mar. 13	Mar. 26	Apr. 9	(C)	Apr. 9	16	16	June	14	14	7	7	11	11
Mar. 27	Apr. 9	Apr. 23		Apr. 23	17	17		15	15	8	8	12	12
Apr. 10	Apr. 23	May 7		May 7	18	18	July	16	16	9	9	13	13
Apr. 24	May 7	May 21		May 21	19	19		17	17	10	10	14	14
May 8	May 21	June 4		June 4	20	20	August	18	18	11	11	15	15
May 22	June 4	June 18	(C)	June 18	21	21	September	19	19	12	12	16	16
June 5	June 18	–	(C)	July 2		22			20				17
June 19	July 2	–	(C)	July 16		23			21				18
July 3	July 16	–	(C)	July 30		24			22				19
July 17	July 30	–	(C)	Aug. 13		25			23				20
July 31	Aug. 13	–	(C)	Aug. 27		26			24				

* Charities: United Way, UNCF and I Know I Can

(A) Tutors will receive their first pay on September 25, 2009. Deductions for insurance and annuities will be made from the 20 scheduled pays that remain.

(B) Statements will be sent to home addresses on Dec. 31, 2009 and pay will be deposited on Dec. 30, 2009.

(C) Statements will be sent to home addresses.

NOTE: The open period for pay plan changes will end August 28, 2009. The pay plan change form must be received in the Treasurer's Office by 5 p.m., August 28, 2009. The teacher pay plan change form is available in the schools, from the payroll office or on the CCS Intranet.

Article 1404 Columbus City Schools
2009–2010 School Calendar
To be announced

Article 1405
2009–2010 School Calendar
To be announced

Article 1406 (Payroll Deduction Schedule)
Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees
To be announced

Chapter 1600
Article 1603
Duration of Agreement
This Agreement supersedes the Agreement which expires on August 30, 2009, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on August 31, 2009 and shall continue in full force and effect until midnight August 20, 2011.

Memorandum of Understanding
Joint CCS/CEA Teacher Evaluation Committee
Change the current evaluation process to implement the recommendations of the Joint CCS/CEA Teacher Evaluation Committee. The implementation must occur the following school year (2010–2011). No other evaluating tools will be used in the evaluation of the teacher.

Memorandum of Agreement
1. The parties agree that domestic partners of teachers and the children of such domestic partners are eligible for benefits under Articles 806, 807 and 808 of the Agreement in the same manner and subject to the same conditions, limitations and qualifications as members of the bargaining unit. There shall be an enrollment period in August, 2009 for initial enrollment of domestic partners who qualify and file the completed "Affidavit of Same Sex Domestic Partnership" and "Domestic Partner" enrollment forms. Coverage shall begin October 1, 2009 from such initial enrollment. Enrollment after August, 2009 for changes in coverage may occur within thirty (30) calendar days of a domestic partner becoming a parent, the lay-off or separation from employment of a domestic partner who had primary coverage at his/her employment, death of a domestic partner or termination of the domestic partnership, or during the open enrollment.

2. "Immediate family" of a teacher for purposes of Sections 701.02(B) and 701.02(C) of the Agreement shall include the domestic partner of a teacher and the "immediate family" of such domestic partner.

3. The attached eight-page "CEA/Columbus Board of Education Policy Statement on Domestic Partners" shall guide implementation and administration of this Memorandum. To receive benefits under paragraph (1) and/or (2) above a teacher must qualifty and file the required form(s).

COLUMBUS EDUCATION ASSOCIATION	**COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION**
_____	_____
President	**President**
June ___, 2009	**June __, 2009**

Letter of Agreement

May 22, 2009

Mr. Richard L. Logan
Chief Negotiator
Columbus Education Association
929 East Broad Street
Columbus, OH 43205

Re: Negotiations Discussions

Dear Mr. Logan:

This letter memorializes the discussion between the representatives of the CEA and the Columbus Board of Education in this year's negotiations regarding certain issues.

1. **The parties will establish a joint committee to study and, if deemed appropriate by a consensus of the committee, make recommendations to the Superintendent and the President of the Association with respect to student discipline in middle schools. The Superintendent/designee will modify the assignment of the dean of students in middle schools where deemed appropriate to in-school discipline duties.**
2. **The parties agree to refer the following two issues to their Labor-Management Committee: the class load for related services staff; and the impact of the State's biennial budget for 2009-10 and 2010-11 after enactment.**
3. **The District plans to increase reading tutoring in the primary grades and guidance counselor services in K-8 schools.**
4. **The District's Human Resources office is committed to using its best efforts to cover class time during professional development for teachers and will consider reinstating employment of "supersubstitutes."**
5. **With respect to the quarterly diagnostic tests, the Association's representatives on the Testing and Assessment Committee may participate in the review of Requests for Proposals/Requests for Quotations submitted by testing or assessment providers.**

Sincerely,

_____
Gregory B. Scott, Chief Negotiator,
Columbus City School District
Board of Education

GBS/amv
cc: Mr. Larry L. Braverman, Esq.
Cynthia B. Picciano

10-MED-01-0063
K26650
0226-01

MASTER CONTRACT AGREEMENT

between the

LAKOTA EDUCATION ASSOCIATION

and the

LAKOTA BOARD OF EDUCATION

of the

LAKOTA LOCAL SCHOOL DISTRICT
BUTLER COUNTY, OHIO

EFFECTIVE: July 1, 2010 through June 30, 2012
(As outlined in Article 28-Duration)

Approved by LEA **Approved by the Board**

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ARTICLE I - RECOGNITION

1.01 **The Lakota Board of Education**, hereinafter referred to as the "Board", recognizes the Lakota Education Association OEA/NEA, hereinafter referred to as the "Association," as the exclusive and sole bargaining agent for the bargaining unit as defined herein.

1.02 **The Association** recognizes the Board as the duly elected body charged with the establishment of policy on public education in the Lakota Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by sections 3313.47, and 4117.08 A or C of the Ohio Revised Code, and except as may be limited by this agreement. The Board retains the following enumerated rights:

1.201 To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Lakota Local School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure

1.202 To direct, supervise, evaluate or hire employees

1.203 To maintain and improve the efficiency and effectiveness of the Lakota Local School District

1.204 To determine the overall methods, process, means, or personnel by which the operations of the Lakota Local School District are to be conducted.

1.205 To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees

1.206 To determine the adequacy of the work force

1.207 To determine the overall mission of the Lakota Local School District

1.208 To effectively manage the work force

1.209 To take actions to carry out the mission of the Lakota Local School District

1.03 **The employer** is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions for the employment, subcontracting of bargaining unit work, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE II - DEFINITIONS

2.01 **Bargaining Unit** - The bargaining unit shall be defined as all employees who are under contract with the Board on a full-time[1] or regular part-time[2] basis as instructors (as defined in Ohio State Law, Section 7.01) including any substitute teacher who has been employed in the same teaching position for sixty (60) continuous days. The following shall be excluded from the bargaining unit:

[1]Full-time: Teacher/member working 7-1/2 hours per day

[2]Regular Part-time: Teacher/member working anything less than 7-1/2 hours per day

Substitute teachers employed in the same position for less than 60 continuous days, supervisory employees including but not limited to the superintendent, assistant superintendent, principals, assistant principals, directors and all others who have the authority to employ, evaluate, transfer, assign, discipline, or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.

2.02 **Days** – Refers to normal postal delivery days (excluding Saturdays) except thanksgiving break, Winter break, and Spring break.

2.03 **Good Faith** – the willingness to consider, propose, and make counter proposals in an effort to reach a mutually-agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or other party to change its position shall not constitute bad faith.

2.04 **Seniority** shall be defined as the length of continuous employment with the Board as a teacher commencing with the most recent effective date of employment as verified by the Board minutes.

2.05 **When two (2) teachers** have equal seniority the teacher with the greatest number of years in the Lakota Local School District shall be ranked the most senior. If a tie remains. The date of the appointment recommendation form and/or employee action form shall determine the teacher more senior. If a tie remains, said teachers shall participate in a drawing to establish their seniority ranking for the particular situation.

2.06 **Continuous employment** as referenced in 2.04 above shall include all time on Board approved leaves of absence and all time that a teacher's contract has been suspended pursuant to section 6.01 provided there is no break in employment without regard for non renewal and reemployment for the purpose of adjusting work schedules or hours or for contract suspension as a result of reduction in force.

2.07 **For purposes of this contract**, teacher shall mean any member of the bargaining unit as defined in 2.01 above.

2.08 **Full-Time Equivalent (FTE)** means that portion of a full-time teaching load or teaching assignment held by a regular part-time teacher. FTE is expressed as a decimal or as a percent of a full teaching assignment based on a) the number of secondary teaching periods in a full time assignment or b) the time a full time elementary teacher spends in instruction. The length of the workday for a part-time teacher is determined by multiplying the hours in a full-time teacher day by the FTE.

2.09 **A verbal warning** (see section 10.03) is an informal step in a progressive disciplinary process. This warning is delivered orally by the supervisor with no written record of it appearing in a teacher's personnel file. This warning is not grievable and is meant to prevent the need for a more formal reprimand (oral or written) in the future.

2.10 **An oral reprimand** (see section 10.03) is typically the initial formal step in a progressive disciplinary process, usually following a verbal warning. It is a reprimand delivered orally by the supervisor but documented in writing using the "Documentation of Oral Reprimand" form accompanying this agreement. The written documentation of an oral reprimand shall become a part of the teacher's personnel file. A teacher's response may be attached. At the request of the bargaining unit member, all copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.

2.11 **A written reprimand** is typically a step in a progressive disciplinary process beyond or in follow-up to, the oral reprimand. A written reprimand is always reduced to writing, and a copy of the written reprimand shall become a part of the teacher's personnel file. A teacher's response may be attached.

2.12 **A "Non-Student Workday"** is defined as a day when members work in their individual classrooms. No less than 50% of each day shall be set aside for individual classroom work. In cases of consecutive Non-student workdays, no less than 50% of the total shall be set aside for individual classroom work. In exceptional circumstances, the Superintendent may approve reduction of individual classroom time below 50%.

ARTICLE III – NEGOTIATION PROCEDURES

3.01 **Items proposed for negotiations** shall be submitted by the president of the Association to the superintendent or by the superintendent to the president of the Association in accordance with Article 3.02 of this contract.

3.02 Negotiation Procedures

3.0201 Items proposed for negotiations shall be submitted by the president of the Association to the superintendent or by the superintendent to the president of the Association not more than one hundred twenty (120) days or not less than sixty (60) days prior to the expiration of the contract.

3.0202 The initiating party shall include the following:
- A. date of request
- B. statement of purpose for meeting
- C. person to contact
- D. the place where the meeting will be held

3.0203 The receiving party shall respond and include the following:
- A. date of response
- B. acknowledgment of receipt of negotiations request
- C. person to contact

3.0204 The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).

3.03 Negotiations Meetings

3.0301 The parties shall meet at a time and place as established under Sections 3.0202 of this Article for the first negotiation meeting.

3.0302 A time, place and date for the next session shall be established before concluding the first and each successive negotiation meeting.

3.0303 Specific written proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent, so that without clarification or supplementation and, if such proposal is agreed to by the other party, it shall express the whole agreement between the parties with respect thereto. The party requesting negotiations shall present and explain its proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.

3.0304 The agenda for the subsequent meeting shall be determined at the end of each meeting

3.0305 All meetings shall be scheduled after school hours unless otherwise mutually agreed.

3.04 Negotiation Teams

3.0401 Each team shall consist of up to three (3) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams.

3.0402 Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The cost of such consultants shall be borne by the party requesting their services. The party using consultant shall provide notice of the fact one day prior to the meeting naming the person who will make the presentation and the subject of same.

3.0403 When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.

3.0404 Either party may have up to two (2) observers present at each session. The observers may not participate in the bargaining process. In no event shall the total number of team members and observers exceed five (5) at any one session.

3.0405 While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreement.

3.05 Information

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

3.06 Caucus

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

3.07 Item Agreement

As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any item may be revised or withdrawn by either party at any time during the negotiations process.

3.08 Agreement

When substantive agreement is reached through negotiation, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted to the Association's membership with a recommendation by the Association's bargaining team and to the Board for its consideration with a recommendation for acceptance by its team.

3.0801 The ratification vote by the Association's membership shall be communicated to the Board by the president of the Association in writing. Upon receipt of written notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

3.0802 The agreement shall treat all members of the bargaining unit equally.

3.09 Interest Based Bargaining

In the event the parties agree to use an Interest Based Bargaining process, the following shall apply;

3.0901 The team shall be composed of fourteen (14) participants, six (6) from each party plus one professional consultant from each party. The parties may mutually agree to change the team size. Other consultants, experts as required, may be requested by either side to present information to the team. Any costs for such consultants shall be paid by the requesting side.

3.0902 All prospective team participants must receive training in Interest Based Bargaining processes in order to become team members.

3.0903 Facilitators used in this process shall be from the Federal Mediation and Conciliation Service or the State Employment Relations Board.

3.0904 Interest Based Bargaining Protocols:

A. Confidentiality shall be maintained until the negotiations process is completed, with no observers present.
B. Decision-making shall be by consensus.
C. Substitutes are permitted provided such individuals have received training in the Interest Based Bargaining process.
D. Caucuses shall be permitted; however, an explanation of the reason for the caucus is required. Such caucus shall be for no longer than fifteen (15) minutes except by mutual agreement of both sides.
E. Each party has the right to exit the process and revert to the process outlined in 3.02 through 3.08. A party electing to exit the process must explain the reasons for the exit. One additional meeting is required prior to exiting. Issues that have been resolved will be decided by mutual agreement by both parties before the exit.
F. A maximum of 10 issues may be raised by each side.
G. No Unfair Labor Practice charges may be filed as a result of the Interest Based Bargaining process.
H. Agreed to issues shall be written as soon as possible for review and decision by the team.
I. A quorum shall consist of at least eight (8) team members, four (4) from each side.

3.10 Impasse

In the event of impasse, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join the request. There shall be a minimum of three mediation meetings, unless such number is not needed by reason of the parties having reached agreement sooner. If no agreement has been reached after three mediation sessions and, in the case of negotiations for a successor agreement the preceding contract has expired, the employees in the bargaining unit shall have the right to strike provided that the Association has given ten (10) working days notice of an intent to strike to the Board and the State Employment Relations Board as required by Ohio Revised Code 4117.14, and further provided that the Association has submitted the Board's final offer to vote of the membership.

3.11 Reopener Provisions

If during the term of this contract there is a change in any applicable state or federal law, or any provision of this contract shall be found to be contrary to law by a court of competent jurisdiction, or pursuant to a specified reopener provision of this contract then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall remain in full force and

effect for the term of the contract. If a provision is determined to be invalid, the parties will meet to negotiate with regard to that provision within forty-five (45) days of the demand of either party in accordance with the negotiation provisions of this contract.

3.12 In-term Bargaining

If, during the life of the contract, bargaining is necessary due to section 3.1101 and agreement is not reached on the subject matter being bargained, Section 3.10 of this contract shall govern the impasse procedures.

ARTICLE IV – GRIEVANCE PROCEDURE

4.01 **Definition of Grievance** – A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.

4.02 **Definition of Grievant** – shall mean the teacher(s) or the Association filing the grievance.

4.03 **Purpose** – The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

4.04 **Grievance Procedure**

5.0101 Step One. A grievant shall have the right to lodge a written grievance with the employee's building principal or the appropriate administrator.

If the action which is the basis of said grievance occurs during the summer break between school years, the teacher shall have 25 days after he/she became or should have become aware of said action to file a written grievance. A grievance occurring any other time shall be filed within 25 days of the occurrence of the act or condition which is the basis of said grievance. Failure to file a grievance within the time provided herein shall constitute a waiver of right to file a grievance and said grievance shall be void.

A. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied (attached as Appendix A).

B. A copy of such grievance shall be filed with the superintendent.

C. The grievant shall have a hearing before the building principal. The grievant shall be advised in writing of the time, place and date of the hearing which shall be within seven (7) days of the principal's receipt of the grievance. The hearing between the grievant and principal shall involve those two parties only, unless either party requests to be accompanied by a representative of his or her choice.

D. The building principal shall take action on the written grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the superintendent and the Association.

4.0402 Step Two: If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the superintendent or his/her designee.

A. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.

B. A hearing shall be conducted by the superintendent, or his/her designee, within seven (7) days after receipt of the appeal. The grievant and the Association shall be advised in writing of the time, to be represented at such hearing by a representative

of his or her choice. The Association and the Administration shall provide each party with the names/titles of those who will be in attendance at the meeting.

C. The superintendent, or his/her designee, shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the building principal and the Association.

D. Following the appeals hearing, the action taken and the reasons for the action shall be reduced to writing and a copy given to the superintendent and the Association. The superintendent will either:

1. Respond within seven days to the Association and grievant as to whether he/she would like a hearing with both parties. With mutual agreement from both parties the arbitration timeline can be extended; this agreement will be put into writing and the extension shall not exceed seven (7) days from the response date.
2. Uphold the designee's decision at which time the Association may appeal the decision to arbitration within seven (7) days of the receipt of the superintendent's decision.

4.0403 Step Three: If the grievant is not satisfied with the decision at Step Two, the Association may appeal the decision to arbitration with seven (7) days of the receipt of the superintendent's decision.

A. The notice of appeal at Step Three shall be filed with the treasurer of the Board. Failure to file such appeal within seven (7) days from the receipt of the memorandum of the superintendent's action on said action shall be deemed a waiver of the right to appeal and the grievance shall be void.

B. The parties shall request a list of arbitrators from the American Arbitration Association. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association, except as herein modified. If no arbitrator is mutually acceptable from the list supplied by the American Arbitration Association, an additional list or lists will be requested.

C. The arbitrator shall conduct a hearing and receive such evidence as testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board, and the arbitrator.

D. Within thirty (30) days of the hearing of the grievance, the arbitrator shall issue his/her written report and recommendations. The report shall be transmitted simultaneously to the Association and the Board.

E. The decision of the arbitrator shall be final and binding on the Board, the grievant(s), and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and Association.

F. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each however, shall be responsible for the fees and expenses of its representative.

4.05 **Miscellaneous Provisions**

4.0501 A teacher who participates in this grievance procedure shall not be subjected to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the teacher's personnel folder.

4.0502 Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present. When possible the hearing will be held after regular school hours, or during non-teaching time of the personnel involved. When such hearing and conferences are held at the option of the administration or the Arbitrator during school hours, all employees whose presence is required shall be excused with pay for that purpose.

4.0503 It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

4.0504 All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the teacher involved has the right to withdraw the grievance at any time.

ARTICLE V - ASSOCIATION RIGHTS

5.01 **The Association** shall be granted the following organizational rights as the sole and exclusive bargaining agent of the instructors employed by the Board:

5.0101 To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.

5.0102 Use of all faculty bulletin boards in faculty lounges

5.0103 The Association may use the school mail system and email network for distribution of Association materials to members of the bargaining unit.

5.0104 Upon approval of the building principal, the Association may use school buildings in the District for meetings.

5.0105 The Association may use the school duplicating equipment for the purpose of reproducing materials. The Association agrees to pay the cost of all materials used and to reimburse the District for any damage to the equipment caused by its misuse.

5.0106 The principal or his/her designee shall make announcements requested by the Association over the public address system.

5.0107 The Board will provide Board policy and the contract between the Board and the Association on the District intranet/internet website. Five copies of the contract between the Board and the Association will be provided to the officers of the Association.

5.0108 The Board will provide the Association president with a copy of the Board meeting agenda(s) and a copy of all Board minutes.

5.0109 The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members unless the member objects to the release of this information.

5.0110 The official agent and spokesperson for the Association for all purposes shall be the president of the Association unless otherwise designated in writing.

5.0111 The member of the bargaining unit shall have the right to representation of his or her choice at all meetings which are likely to result in a reprimand and are disciplinary in nature. Except under extreme and/or unusual circumstances, the meeting shall be held within on week of the date requested.

5.0112 Members of the bargaining unit shall have the right to engage in concerted activities for the purpose of collective bargaining and for other mutual aid or protection. These rights allow members of the bargaining unit to organize, to bargain collectively and to engage in other activities designated to protect their working conditions without reprisal.

5.0113 Members of the bargaining unit living within the District will have the opportunity to enroll their children in the school of their choice.

A. Members will be notified of the enrollment process when the enrollment period begins. Dates for the enrollment process will be added to the district calendar and enrollment forms will be available on lakotainline.com.
B. Member's children will automatically be accepted for enrollment if the timeline of the District and the policies of the Board are followed unless enrollment at their requested building and/or program is at capacity.

5.02 Payroll Deductions

5.0201 The Board shall provide through its treasurer, payroll deductions of the matters listed below as a service to the members.
A. State, national and local income taxes
B. Retirement
C. Premiums for insurance purchased through the District
D. Association dues
E. Tax sheltered annuities – If fifteen (15) or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code
F. United Way donations
G. Credit Union
H. Political contributions
I. Tax-deferred purchasing of retirement service credit
J. A mandatory employee 403(b) and 401(a) with ING for retiring employees 55 years of age prior to retirement
K. A 457 Deferred Compensation Plan with ING and American Fidelity
L. Other approved payroll deductions at the request of the employee.

5.0202 Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and its affiliates.
A. Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates. Payroll deductions shall begin on the first pay in October and continue for ten (10) months on the first and second pay of each month.
B. Such authorization shall continue in effect until such time that said member gives written notice to the treasurer of the Board to discontinue such deductions or employment with the Board terminates.
C. If a member gives written notice to the treasurer of the Board to discontinue such deductions, the treasurer shall provide the treasurer of the Association, within two (2) days of such action, the names of said members making such a request.
D. Those members who join after November 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they joined the Association.

5.0203 Fair Share Fee
A. Payroll Deduction of Fair Share Fee – effective with the second payroll of January, 1993, the Board shall deduct from the pay of all full-time employees in the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Each year thereafter, payroll deduction for fee payers will commence on the second payroll of January.
B. Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All fair share fee payers – payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.
2. Upon termination of membership during the membership year – the treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions – The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate – The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions for the United States and the State of Ohio.

F. Entitlement to Rebate – Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

G. Indemnification of the Employer – The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to: (a) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) Permit the Association or its affiliates to intervene as a party if it so desires, and/or; (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in action;
4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

H. Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

I. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

5.03 **Association Related Meetings**

5.0301 The local Association president or officially elected delegates or alternates may attend the annual NEA/OEA Representative Assembly.

5.0302 The Board is not obligated for any expenses related to the assembly except to provide released time for said president, delegates or alternates.

5.0303 The Association president or president's designee shall also be allowed five (5) days released time in order to participate in impasse, grievance and arbitration hearings.

5.0304 The Association president or his/her designee may purchase additional released time for association business through the payment of his/her substitute's salary.

ARTICLE VI - REDUCTION IN FORCE

6.01 If, in the sole judgment of the Board, it determines to make a necessary reduction in force which may result in either (a) reducing the number of teachers employed by the district or (b) reducing the full-time equivalency of a teacher employed by the district for any reason including, but not limited to, those reasons set forth in 3319.17 of the Ohio Revised Code, then the following procedures shall be utilized when making that reduction:

6.0101 Reduction shall be made through attrition to the extent possible.

6.0102 If further reductions are necessary, limited contract teachers shall have their contracts suspended in accordance with seniority within the areas of teaching certification.

6.0103 If further reductions are necessary, continuing contract teachers shall have their contracts suspended in accordance with seniority within the areas of teaching certification.

6.02 **Laid-off teachers** will be placed on a recall list.

6.0201 If a vacancy occurs in a teaching position and certification area for which a laid-off teacher is certified and the laid-off teacher has taught within that certification during the last five (5) years, then those teachers meeting the qualifications for the vacancy as set forth above shall be recalled in the following order:

A. Qualified continuing contract teachers in order of seniority.
B. Qualified limited contract teachers in order of seniority.

6.0202 If there are no laid-off teachers who meet all of the qualifications set forth above to be eligible to fill the vacancy, but there are laid-off teachers who are properly certified to fill the vacancy, then those teachers who are properly certificated to fill the vacancy will be offered the vacant teaching position before a new employee is hired to fill same.

6.0203 A teacher shall remain on the recall list for two (2) school years. At the end of the two (2) year period, the Board has no further obligation under this contract to the teacher.

6.0204 Any teacher who is qualified for a vacant position and who refuses to accept a teaching position offered by the Board for which they are qualified shall be removed from the recall list and the Board's obligation under this contract to that teacher shall be terminated. Teachers who are certified for a vacant position, but do not meet qualifications for same under this provision shall have the right to refuse a vacant position for which they are not qualified, without loss of recall rights.

6.0205 The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to a teacher on the list by certified mail at the last address lift by the teacher. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days shall constitute refusal of the vacancy.

6.0206 Teachers on layoff shall be permitted to remain on the Board insurance plans provided the employee pays 100% of the cost of the premiums for said insurance to the treasurer in advance each month.

A. The Board shall assume no responsibility for any cancellations of insurance coverage and its responsibility hereunder shall end if the teacher obtains other employment.

ARTICLE VII - NOTIFICATION OF VACANCIES AND TRANSFERS

7.01 Posting of Vacancy

7.0101 Vacancy shall mean any position that was previously held by a teacher or any new position created by the Board or any position for which teachers may be qualified and as the Board determines will be filled.

7.0102 All vacancies shall be posted in each building for a period of no less than five (5) days.

A. All posting shall include, in addition to the information concerning building, grade level and/or department, all necessary information concerning the certification and/or licensure which is required and any specific qualifications deemed necessary in order to be considered for the position.

B. A currently employed teacher who requests a transfer will be interviewed, unless the vacant position is awarded to a more senior internal candidate.

C. When a position is filled using internal candidates, interviews may be conducted in person and/or over the phone.

D. No posting is required when a part-time position is increased in time or made a full-time position. The part-time teacher will become the full-time teacher but may request a voluntary transfer to another part-time position when such is posted.

7.0103 On or before May 1 of each year, the superintendent shall post in each building a list of known vacancies for the next school year.

7.0104 During the summer, vacancies shall be prominently posted at the administration office as they become know.

7.0105 Vacancies occurring from July 11th through August 10th will be posted for informational purposes only. Persons not employed under this agreement may also apply and may be considered. All qualified employees under this agreement may also apply and will be interviewed for any vacancy under this Article.

7.0106 Vacancies occurring after August 10th or during the school year may be filled without posting, but said positions shall be posted as vacant for the next school year. Positions not posted under the provisions of this section shall not be filled with regular contract teachers; newly created positions may be filled with regular contract teachers.

7.0107 Teachers who desire to fill a vacancy as defined above, shall, within five (5) days of the posting, file a written request with the Executive Director of Human Resources to fill the vacancy.

7.0108 No new teachers will be placed in any position until all transfer requests have been reviewed and the teachers placed or rejected.

7.0109 Teachers shall not be transferred for disciplinary reasons without the procedures listed below being followed:

A. A teacher having particular problems will be advised of the problems in a conference with the building principal and, if requested by the teacher, an Association representative of his/her choice. The problems will be outlined and guidelines given on how the problems can be alleviated. Both the problems and guidelines will be given to the teacher in writing.

B. Follow-up conferences will be held with the teacher and principal to assess whether or not progress has been made in improving the situation.

C. If little or no progress has been made toward correcting the problems at the building level, a conference will be held with the Superintendent or his/her designee and, if requested by the teacher, an Association representative of his/her choice.

D. If requested by the teacher, he/she will be given an opportunity to address the Board in executive session before Board action.

7.02 **Voluntary Transfers**

7.0201 Bargaining unit members may apply for vacant positions by submitting a written request to the Human Resources office during the posting period.

A. A voluntary transfer request indicates acceptance of the position if the request is granted.
B. Each voluntary transfer request is considered individually (no "group" transfers). Requests with qualifications ("I want to transfer if...") are considered without the qualifications.
C. Granted voluntary transfers are not offers to be considered.
D. No voluntary transfer precludes requesting a subsequent transfer to any posted position—including back to the former position if posted.
E. A maximum of two requested voluntary transfers will be granted a bargaining unit member for any school year. For voluntary transfer purposes only, the school year will begin with the first vacancy posting for a given school year and will extend through the last vacancy posting for that school year. No involuntary transfer is included in this maximum.

7.0202 Where more than one individual requests a transfer to a posted vacant position for which he/she is certified, the superintendent shall award the transfer in accordance with the transfer factors listed below:

A. Specialized training needs and/or instructional needs of the building if stated in the posting excluding extracurricular supplementals
B. A teacher on Phase I Evaluation shall have no mark below proficient on critical components identified on the Phase I Evaluation instrument, or a teacher has successfully completed Phase II Evaluation and is not on Phase III Evaluation at the time of the transfer request.
C. Experience teaching the secondary department (7-12) / elementary grade level (preK-6)
D. Experience in building

If these factors are substantially equal as they relate to the particular vacancy in question, seniority in the district shall be followed.

7.0203 If the transfer is not approved, the superintendent or designee shall notify the teacher in writing.

7.0204 In the event that no candidate meets the licensure requirement of the posted position, interviews may be granted to candidates who are pursuing the required licensure.

7.03 ***Involuntary Transfers***

7.0301 Involuntary transfers will be made as necessary by the Board when adding or reducing positions and when it is considered to be in the best interests of students and teachers. Seniority and certification will be the only factors considered for involuntary transfers.

7.0302 Except in unusual and/or emergency circumstances, teacher(s) to be involuntarily transferred shall be informed in a conference with an administrator.

7.04 **Transfers Due to Redistribution of Students**

7.0401 Teachers who require reassignment due to redistribution of the student population will be assigned prior to postings open for voluntary transfer requests.

7.0402 Transfers of teachers due to redistribution of student which occur prior to postings will be by current teaching assignment (grade level or department).

7.0403 For the purpose of this section, a teacher in a currently-split assignment will be considered as a teacher in each assignment if the assignment is affected by the redistribution of students (e.g., [a] an elementary teacher of a split class with two grade levels will be considered a teacher at each grade level and [b] a secondary teacher in two different subject areas will be considered a teacher of each subject area).

7.0404 Request(s) for voluntary transfers prior to posting will be in the order of most seniored teacher(s) first.

7.0405 If the least seniored teacher(s) (among those in the current assignment) does not request a voluntary transfer, involuntary transfer of that least seniored teacher(s) will result.

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ARTICLE VIII - PERSONNEL FILES

8.01 The official personnel file of each teacher shall be housed at the central office although copies of portions of these files may be maintained elsewhere. The contents of these files shall be considered confidential and shall be shown to the public only to the extent required by the Ohio Sunshine Laws.

8.02 Teachers shall have access to their personnel files, upon request, during office hours. File inspection shall be in the presence of a member of the administrative staff. The administrator may waive his/her requirement to be present during the member's inspection of his/her file. The teacher may be accompanied by a representative of his/her choice when reviewing the file and obtain copies of material in his/her file. The teacher may be charged a reasonable fee for copies requested by him/her.

8.03 People authorized to review the personnel file of a member(s) shall be limited to the superintendent, members of the Board and other persons who have a legitimate administrative purpose to review the file.

8.04 All derogatory material placed in the file shall be shown to the teacher and initialed and dated by him/her. Initialing shall simply indicate the teacher has seen the derogatory material and if the teacher refused to initial same, it then may be placed in the file. The material therein must have been placed in a timely manner and must be relevant, accurate, and complete.

8.05 Anonymous complaints shall not be placed in a member's file or become matter of record.

8.06 The teacher may make a written response at any time to any material in the file and said response shall be attached to said material.

8.07 Nothing herein shall limit or minimize the rights which the teacher has pursuant to Chapter 1347 of the Ohio Revised Code.

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ARTICLE IX - EVALUATION

The teacher evaluation program in Lakota consists of three phases. They are designed to provide beginning and veteran professionals developmentally appropriate support. All three phases are based on the Nineteen Performance-based Standards rubric which henceforth will be referred to as the Rubric (See Appendix B).

9.01 **The purpose of the Evaluation** is:

9.0101 To assess a teacher's work performance

9.0102 To help the teacher achieve greater effectiveness in performance of the work assignment and thereby improve the district's instructional program and reflected in the nineteen components of classroom performance as articulated in the Rubric.

9.0103 To constitute the basis for personnel decisions, including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

9.02 Procedures for Evaluation

9.0201 Evaluator

Evaluation must be conducted by a person under contract with the Board as an administrator and who holds a certificate of superintendent, local superintendent, assistant superintendent, or principal. The evaluator shall be a member of the bargaining unit.

Under unusual circumstances, the evaluator may include a person holding a certificate of superintendent, local superintendent, assistant superintendent, or principal who is (a) under contract with the Butler County Office of Education, (b) assigned by the Butler County Office of Education full-time to the Lakota Local School District, and (c) assigned by the Lakota Local School District full-time to a position as building administrator. It is further agreed that any teacher assigned such individual specified in the paragraph above as an evaluator for a given year may request, following the first evaluation of the year, that the second evaluation be completed by an administrator meeting all requirements of this section and under contract with the Lakota Board of Education.

9.0202 Orientation

No later than October 1 each year, or in the case of a new teacher within a reasonable length of time from the first day worked, each teacher shall be notified of the name and position of the evaluating supervisor. The teacher shall also be informed at his time of the evaluation Phase to be used.

A teacher newly employed or reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within a reasonable length of time after the appointment of the assignment (within 30 days).

9.0203 Teachers on limited contracts will be evaluated on Phase I or Phase II/III during the year their contract expires. The evaluation cycle may be revised in any year for a teacher entering a new assignment. Each limited contract teacher during the year that his/her contract expires shall be provided with a written evaluation by January 10. In addition, the teacher may receive a second written evaluation provided to the teacher on or before April 10.

9.0204 Teachers on continuing contracts will be evaluated on Phase II/III no less than once every three (3) years. The evaluation cycle may be revised in any year for a teacher entering a new assignment. The written evaluation shall be provided to the continuing contract teacher no later than May 24th of the year in which he/she is evaluated.

9.0205 Criteria for Evaluation

A teacher shall be evaluated on criteria set forth in the evaluation instrument approved by the district committee on teacher evaluation or in a form of the instrument containing the same language but computer-generated in whole or in part. The basis for all evaluations shall be the Rubric agreed upon by the LEA and the Board. Ratings, summative comments and recommendations must be related to each other, substantiated with evidence and linked to the specific components of the rubric.

9.0206 All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.

9.0207 Phase I Evaluation

A. Phase I Eligibility

The purpose of Phase I is to assess and enhance the classroom instruction of teachers based on all of the nineteen performance-based standards of quality teaching as articulated by the Lakota Education Association and the Lakota Board of Education (the Rubric).

1. All entry-year teachers will be placed in Phase I for a minimum of three (3) years.
2. All teachers new to the district with prior experience will be placed in Phase I for a minimum of two (2) years.
3. Teachers eligible for continuing contract will be evaluated according to either Phase I or Phase II, as appropriate, during the year of eligibility.

B. Phase I Process

1. Teachers on limited contracts will be evaluated during the year their contract expires. Each limited contract teacher, during the year that his/her contract expires, shall be observed at least twice prior to January 1 with each observation lasting at least thirty (30) minutes and shall be provided a written evaluation incorporating these two observations and appropriate Domain I and IV documentation by January 10. The emphasis during each classroom observation will be on Domains II and III as outlined in the Rubric.
2. Evidence for Domains I and IV should come from a variety of balanced sources. Teachers may submit evidence of their professional performance in Domains I and IV to their evaluator during the course of the school year. In addition, the teacher may be observed two more times with each observation being at least thirty (30) minutes in length and occurring following receipt of the initial written evaluation and by March 31 with a second written evaluation being provided to the teacher on or before April 10.
3; A pre-conference will be held prior to the first observation of each evaluation cycle. Each classroom observation shall be followed by a post-conference between the observer and the teacher within a reasonable time after the observation. During the post-conference, positive points shall be discussed as well as areas of concern, if any, along with specific suggestions for improvement to be made. Each teacher shall receive a written copy of a classroom observation report.
4. Task Improvement Plans

   A teacher experiencing difficulty observed or identified during the formal evaluation process will be advised of the area(s) of concern in a conference with the evaluating administrator. When constructing a written Task Improvement Plan the following process will be used.

   a. The administrator will outline Performance Goals and concern area(s) linked to the Rubric
   b. The administrator and teacher will collaboratively define the Plan of Action.
   c. The administrator will define the indicators of Success, which will be linked directly to the Rubric.
5. No later than January 10, a copy of the formal written evaluation report for the teacher's annual evaluation shall be given to the Limited contract teacher and a conference shall be held between the teacher and the evaluator.
6. No later than April 10, a copy of the formal written evaluation report for the teacher's second annual evaluation shall be given to the limited contract teacher and a conference shall be held between the teacher and the evaluator.

7. The performance evaluation of a teacher shall be based upon the observations of the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The final evaluation report shall be placed in the teacher's personnel file at the central office.

9.0208 Phase II and III Evaluation

A. Phase II Eligibility

1. The teacher may be moved from a Phase I evaluation to a Phase II evaluation upon meeting either "a" or "b" below and meeting both parts of "c" below.
   a. In district minimum of 3 years if previously on limited contract or
   b. In district minimum of 2 years if previously on continuing contract and
   c. Successful completion of Phase I, including: Supervisor recommendation and no mark below proficient.
2. Following recommendation for movement from Phase I to Phase II, a Phase I evaluation shall not be an option.
3. The teacher eligible for consideration for continuing contract status will be evaluated according to either Phase I or Phase II during the year of eligibility for consideration.

B. Phase II Process

The purpose of Phase II is to promote continued growth and development of Lakota's experienced teachers who will individually or collaboratively design a professional growth plan based on one or more of the nineteen performance-based standards of quality teaching as articulated by the Lakota Education Association and the Lakota Board of Education (the Rubric).

1. Phase II is designed to provide teachers who have met the requirements of Phase I with the opportunity to focus professional growth activities and annual assessment on one or more of the nineteen performance-based standards of quality teaching. Teachers will identify one to three components of professional performance goals, mutually agreeable to the teacher and to the evaluator. Teachers will be responsible for describing the activities or strategies they plan to employ in pursuing the goals, as well as, appropriate indicators of success.
2. A minimum of three conferences (planning, checkpoint and assessment) will set the context in which teacher and evaluator have the opportunity to discuss the teacher's goals, action plan and indicators of success.
   a. The planning conference will be scheduled at a time mutually agreeable to the teacher and to the evaluator but must be completed no later than October 15 of the school year in which the goals are to be pursued.
   b. Checkpoint conference(s) is/are for confirmation of progress and opportunity for further teacher and evaluator collaboration about the teacher's activities or strategies. At least one checkpoint conference must occur by March 1.
   c. The assessment conference provides the context in which the teacher and the evaluator meet to discuss the teacher's reflection and the extent to which the indicators of success have been achieved.
3. The evaluator is responsible for assessing the teacher's success in achieving the stated goals by writing a narrative assessment which includes evidence for the assessment. The teacher has the opportunity to respond to the evaluator's statement.

C. Phase III Placement

The teacher may be moved from a Phase II evaluation to a Phase III evaluation based on documented specific performance concerns or issues related to any of the domains or criteria in the evaluation process and the Rubric.

D. Phase III Process

Through Phase III evaluation, it is intended the teacher and the evaluator will collaborate toward making a positive change in performance. Throughout a Phase III evaluation, Phase II plans may remain intact or may be temporarily set aside until the performance concerns or issues have been resolved. Phase III evaluation may occur at any of three levels, in progression:

1. Awareness level Phase III evaluation is based on written documentation of the evaluator's specific performance concerns with evidence related to the evaluation rubric. The teacher and the evaluator will collaboratively develop expectations, indicators of success and deadlines for improvement. Successful completion of the awareness level results in return to the Phase II evaluation. Failure to successfully complete the awareness level results in movement to the assistance level, and it is recommended the teacher contact the LEA for support.
2. Assistance level Phase III evaluation requires a written Task Improvement Plan with specific interventions, expectations for performance and indicators. The Task Improvement Plan must be tied directly to components from the rubric that need improvement. It is evaluator driven but developed collaboratively by the teacher and the evaluator. The plan must include a list of resources including the possibility of convening a mutually agreed upon team of educators in an assistive role. The Phase II evaluation process is set aside during the assistance level Phase III evaluation. Successful completion of the assistance level Phase III evaluation results in return to the Phase II evaluation. Failure to successfully complete the assistance level Phase III evaluation results in movement to the contractual level Phase III evaluation.
3. Contractual level Phase III evaluation is to address ongoing performance concerns and/or serious issues that require immediate progression to this level. The result of this level is a decision regarding the teacher's employment contract following Ohio Revised Code and this master agreement.

9.0209 An evaluator may observe/evaluate at any time a teacher who is having professional difficulties as listed and stated in the established evaluation criteria set forth in the teacher evaluation instrument approved by the district committee on teacher evaluation.

A teacher having particular problems observed or identified during the formal evaluation process will be advised of the problems in a conference with the building principal. The problems will be outlined and guidelines given on how the problems can be alleviated. Both the problems and guidelines for improvement will be given to the teacher in writing and shall include a reasonable length of time for improvement.

An evaluator shall offer specific suggestions to guide the teacher toward the solution of the professional difficulty. Such suggestions may include, but are not limited to:

A. Demonstration in actual classroom situation
B. Direction of the teacher toward a model for emulation, allowing opportunities for observations
C. Initiation of conferences between evaluator, observer(s), teacher, and appropriate director(s) of instruction to develop plans directed toward improvement of classroom performance.
D. Guidance of the teacher toward workshops.

9.0210 A teacher may request a formal observation at any time in addition to those required by this procedure.

9.03 **Finalization of Evaluation**

9.0301 Written Evaluation

No later than January 10, a copy of the formal written evaluation report for the teacher's annual evaluation shall be given to the limited contract teacher and a conference shall be held between the teacher and the evaluator.

No later than April 10, a copy of the formal written evaluation report for the teacher's second annual evaluation shall be given to the limited contract teacher and a conference shall be held between the teacher and the evaluator.

9.0302 Completion of Evaluation Process

The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The final evaluation report shall be placed in the teacher's personnel file located in the central office.

9.0303 Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy signed by both parties shall be retained by the teacher.

9.04 **In special situations** the Board, in its sole discretion, may exercise its statutory authority in the non-renewal of a limited contract without the necessity of following or completing the procedure outlined above. Special situations shall not include classroom performance where there has been sufficient time prior to April 30th to complete this procedure. Special situations shall not include a non-renewal for reduction in force purposes

9.05 **If the superintendent** recommends contract non-renewal for limited contract teachers, the procedures set forth in section 3319.11 of the ORC shall be followed. For termination of a teacher's contract for cause, section 3319.16 of the ORC shall be followed. It is further understood that in no case shall this provision be interpreted as contract language.

9.06 ***It is agreed that this evaluation procedure*** shall supersede and replace the procedures set forth in 3319.111 of the Ohio Revised Code and to the extent that this provision is in conflict with 3319.111 of the ORC, this provision shall be controlling.

9.07 **The member of the bargaining unit** shall have the right to representation of his or her choice at all meetings which are likely to result in a reprimand and are disciplinary in nature. Except under extreme and/or unusual circumstances, the meeting shall be held within one week of the date requested.

9.08 **Other deficiencies** regarding the teacher's failure to adhere to work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within a reasonable length of time after the deficient performance occurs and in accordance with Article VIII of this contract.

9.09 **Failure to follow the evaluation procedures** as set forth in sections 9.01, 9.0201, 9.0203, 9.0205, 9.0208, and 9.0301 of Article IX shall require the reemployment of the teacher as per 3319.11 of the ORC.

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ARTICLE X – PROTECTION OF TEACHERS

10.01 **The Board** hereby assures teachers that it will put its full support behind the discipline procedures and policies hereafter recommended and adopted by the Board. The administration and the teachers recognize a mutual responsibility for the enforcement of such policies.

10.0101 The Board will not intentionally discriminate against or between professional employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, orientation, physical characteristics or disability or place of residence.

10.02 **It is the intent** that complaints be resolved privately among the compliant and the staff member. Any administrator or member of the Board receiving a complaint will, within a reasonable time, refer the complainant to the staff member involved. Any complaints which cannot be resolved privately among the complainant and staff member must be directed to the staff member's immediate supervisor (administrator). A meeting involving the school official, the staff member and the complainant will then be held to professionally resolve the problem.

10.0201 Nothing herein shall prohibit the complainants from meeting with or making a complaint directly to the principal. In the event the complainant refuses to meet with the teacher, the administrator will meet with the teacher before taking any further action and provide the teacher with the allegations of the complaint. The teacher will be given time to respond and provide his/her position on the matter.

10.0202 Any teacher shall be notified and given an opportunity for a conference with his/her principal before a complaint is placed in the teacher's file.

10.0203 The teacher may attach a response to any complaint placed in his/her file.

10.03 **Verbal Warnings, Oral and Written Reprimands**

In addition to the procedures set forth by law, the superintendent, assistant superintendent, or principal may issue a verbal warning (see 2.09), an oral (see 2.10) or written (see 2.11) reprimand or recommend a suspension without pay.

10.0301 It is expected that most offenses will be addressed through verbal warnings (see 2.09),

10.0302 Before a teacher receives a reprimand or has a notice of deficiency placed in his/her personnel file, or before a teacher receives a recommendation of a suspension without pay.

A. The teacher shall have a conference during which time the circumstances shall be explored; and

B. The teacher shall be notified of the purpose of the conference and the right to an Association representative of his or her choice. Except under extreme and/or unusual circumstances, the meeting shall be held within one week of the date requested.

10.0303 If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference. The teacher shall have the right to attach his/her rebuttal to the disciplinary notice.

10.03.04 Disciplinary conferences may be held either at the administration building or at the school. The teacher shall receive at least five (5) days' notice of the conference.

10.0305 The conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.

10.0306 If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under state law unless otherwise provided in this agreement.

10.0307 In situations of extreme gravity or repeated failure to adhere to policy and/or directives, the superintendent may suspend a teacher without pay for up to five (5) days.

10.0308 Reprimands, discipline and the reasons for said discipline shall be grievable.

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ARTICLE XI – LABOR MANAGEMENT COMMITTEE

11.01 Labor Management Committee

11.0101 In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations.

11.0102 Representation on this committee shall be:

For the Administration:

- Superintendent
- Assistant Superintendent
- Executive Director of Human Resources
- Executive Director of Special Services
- High School, Junior School, Elementary and Early Childhood Administrative Representative
- Rotating members necessary for the discussion at hand
- Ex Officio: Board Counsel

For the Association:

- President
- Vice President
- Negotiation Chair
- High School, Junior School, Elementary and Early Childhood Representatives (2), plus one Special Education Representative
- Rotating members necessary for discussion at hand
- Ex Officio: OEA Representative

Future additions, ground rules, rotation of members, and training will be at the discretion of the Labor-Management Committee

11.0103 The committee shall be co-chaired by Administration and the Association.

11.0104 The Association and the district will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all buildings, administrators Board members, and Association representatives.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

11.0105 The chairperson shall recognize a motion by either party to table a topic for further study.

11.0106 Meeting Schedule and Agenda

Meetings shall be held once a month. An agenda shall be submitted at least forty-eight (48) hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Except in emergencies, topics not on the agenda shall not be discussed but placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Discussion of agenda topics will be alternated, with the party occupying the Chair exercising the right to designate the first topic.

11.0107 General Guidelines

A. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce guidelines implementation.

B. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

C. Where agreement is reached by the LMC on a topic, it will be reduced to writing and signed by the two chairs.

D. At the organization meeting, general rules of operation will be developed. The services of either the Labor Management Center or Federal Mediation Service will be secured for this purpose.

E. The Chairperson shall recognize a motion by either party to table a topic for further study.

F. There will be mutual agreement on any news releases. However, this does not preclude the parties from reporting to their respective members.

11.02 **Faculty/Staff Advisory Committee**

11.0201 There shall be a Faculty/Staff Advisory Committee established in each building which shall be co-chaired by the LEA (and LSSA if appropriate parties elect to participate) Building Chairpersons and the Building Principal. The building principal shall be a member of the committee.

11.0202 LEA shall have representatives on the Faculty/Staff Advisory Committee in a ratio of one (1) LEA representative for each fifteen (15) teachers, or fraction thereof, provided that in each building the LEA shall be entitled to a minimum of three (3) LEA representatives. Such representatives shall be elected by their respective faculties.

11.0203 The intent of the committee is to improve communications between staff and administration in regard to building problems and programs and to improve the educational effectiveness of the building. The Faculty/Staff Advisory Committee shall meet at least once a month during the school year to discuss matters of common interest in the building, such as educational programs, community relations, student relations, scheduling of duties, discipline, inservice, open house, teachers' preparation period, maintenance, supplies, etc. A schedule of regular meetings shall be established and an agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting. Special meetings may be scheduled when necessary.

Members may anonymously submit items of concern which they wish placed on the agenda to any member of the Faculty/Staff Advisory Committee prior to the establishment of the agenda.

11.0204 Training will be provided to available members of the Faculty/Staff Advisory Committees on the district in-service days and as agreed by the parties.

11.0205 Minutes of all meetings shall be kept in a prescribed format (see Appendix H) and made available to the building staff, the LEA, the LSSA (if appropriate parties elect to participate) and the Superintendent. All meetings are to be open so that any person represented by a participating bargaining unit or administrator can attend as an observer.

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ARTICLE XII - WORKING CONDITIONS

12.01 *The number of days in a member's annual contract will be one hundred eighty four (184) days.* Pending annual state approval of two professional development days, certain days specified herein as non-student work days will be set aside in the student calendar as outlined below.

A. Two seven and one-half (7-1/2) hour non-student work days at the beginning of the school year before the students first day of school.

B. One seven and one-half (7-1/2) hour non-student work day at the end of the first semester.

C. One seven and one-half hour (7-1/2) work day at the end of the second semester, after the students' last day of school.

D. Teachers shall attend four half day evening parent conferences as scheduled by the district. Such conferences are compensated with equal time off on the Wednesday prior to *thanksgiving Break and the Friday prior to Presidents' Day.* ***Note*** *the Friday before* Presidents' Day may be also scheduled as a calamity make-up day.

In the event that the two professional development days are not approved by the State of Ohio, there will be no restriction on the placement of non-student workdays.

Article 12.01 will take effect starting in the 2009-2010 school year.

12.02 **School Calendar**

12.0201 *It is recognized by the parties that the responsibility for setting or amending a school* calendar is vested with the Board.

12.0202 The Association shall be included in the planning of the District calendar.

12.03 **School Day**

12.0301 The length of the work day for teachers shall be 7-1/2 hours, including a thirty (30) minute duty-free, uninterrupted lunch period.

12.0302 The length of the work day for part-time teachers may vary and shall be determined for salary purposes by the number of hours worked each day averaged for the 5-day work week.

12.04 **Meetings**

Meetings inside and outside the teacher work day and other evening commitments shall be held to a minimum number and a minimum amount of time, and shall only be called for clear and necessary reasons.

12.0401 Teachers shall attend faculty meetings scheduled before or after the workday when required to do so by the administrator. Such meetings will not exceed a reasonable number, or one (1) hour in total time for a month. Emergency faculty meetings may be called.

12.0402 Teachers required to attend meetings exceeding the limits set forth in this section shall be paid at the district hourly rate of pay in accordance with Appendix D.

12.0403 Teachers shall attend grade level/department meetings as called by their respective chairpersons.

12.0404 Teachers serving on building committees shall attend meetings as called by the committee chairpersons.

12.05 **The Workday**

12.0501 Each teacher who works at an elementary school shall be provided a minimum number of minutes for planning during the student day which shall not be less than one hundred seventy (170) minutes per week and not less than two hundred twenty-five (225) minutes per week during the teacher work week.

12.0502 Each teacher who works at the junior (7-8) school shall be provided one (1) planning period each day equal in length to one (1) class period.

12.0503 Each teacher who works at a high school (9-12) shall be provided one (1) planning period each day equal in length to one (1) class period.

12.0504 At the secondary level, administrators will make every reasonable effort to see that the number of preparations for each teacher are equitable and evenly distributed.

12.0505 Each teacher who works at a junior (7-8) school will not be required to teach more than six (6) class periods in an eight (8) period day.

12.0506 Each teacher who works at a high school (9-12) will not be required to teach more than five (5) class periods in a six (6) period day.

12.0507 At all levels, the assignment of non-classroom duties, such as cafeteria duty, homerooms, etc., shall be done in an equitable manner within each building.

12.0508 The schedule for part-time teachers employed for three (3) hours or less shall include no less than one hundred fifty (150) minutes planning time per week during the teacher work week. If the part-time teacher instructs more than three (3) hours any day, he/she shall have full planning time equal to the plan time for full-time teachers in the building where the planning time is scheduled.

12.06 **When a teacher is on an approved absence**, every effort will be made to secure a substitute. If a substitute cannot be found, teachers covering classes for this teacher will be paid at the District's hourly rate (see Appendix D).

12.07 **The Board** believes that a reasonable goal for class size would be as follows:

K-6 - 27 students per classroom
7-12 - 27 students per classroom

12.0701 Nothing herein shall in any way diminish the right of the Board and superintendent to establish class sizes and assign students as provided in the Ohio Revised Code. However, the Board will strive to achieve the foregoing goals.

12.0702 Excluding state approved and regulated vocational units, special education units, and classes considered "group performance" such as instrumental and vocal music or physical education classes, the average pupil-teacher ratio for all regular instructional classes K-6 shall not exceed thirty (30) pupils per grade level per building. If the average grade level ratio exceeds 30 pupils, the Board shall hire instructional aide(s), as follows;

A. When the total number of sections per grade level per building is four sections or less-1/2 full-time aide.
B. When the total number of sections per grade level per building exceeds four, but not more than eight total sections—1 full-time aide

C. When the total number of sections per grade level per building exceeds eight sections—1/2 full-time aides

For grades 7 – 9, the Board will hire instructional aide(s) for those departments having classes of 30 or more students as follows:

A. When 5-9 classes per department per building reach 30 or more students—1/2 full-time aide

B. When 10 – 15 classes per department per building reach 30 or more students—1 full-time aide

C. When 16 or more classes per department per building reach 30 or more students—1-/2 full-time aides.

For grades 9 – 12, the Board shall employ six (6) full-time (7-hour/day) instructional aides for each high school complex. One shall be assigned to the freshman and five aides shall be assigned to the main campus. At each campus, each aide will be assigned to one core department (English, Social Studies, Science, Mathematics and Foreign Language) and be equally divided among the other non-core departments.

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ARTICLE XIII – CURRICULUM DEVELOPMENT

13.01 **The Board**, in its desire and obligation to provide the best possible educational system for the youth of this District, recognizes the need for continuous curriculum review and development.

13.02 **Teachers** agreeing to work on curriculum development beyond negotiated contract hours and days will be compensated at an hourly rate (see Appendix D).

The guidelines and limits for the total number of hours needed to complete curriculum work will be set by the appropriate school administrators in consultation with appropriate instructional personnel.

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ARTICLE XIV – LEAVES

14.01 Sick Leave

14.0101 All teachers shall be granted 15 days of sick leave annually to be credited at the rate of 1-1/4 days per month.

14.0102 The accumulation of unused sick leave shall be 300 days.

14.0103 Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, injury, childbirth/maternity leave (14.0107), exposure to contagious disease which could be communicated to others, and for absence due to illness, or injury, in the teacher's immediate family. For purposes of this article, immediate family consists of the employee's spouse, parents, parental-in-laws, offspring, siblings, or family members residing in the employee's household.

14.0104 For purposes of bereavement, the forgoing definition is expanded to include grandparents, grandchildren and brother-in-law or sister-in-law of the employee.

14.0105 The amount of sick leave usable for absence due to illness, injury, or death in teacher's immediate family shall be limited to a reasonable number of days, depending upon the circumstances of the situation.

14.0106 Up to three (3) days a year may be used for bereavement purposes for distant relatives.

14.0107 Childbirth Leave – Within a fiscal year (July 1st through June 30th), a teacher is entitled to use up to twelve (12) weeks of leave under the Family Medical Leave Act following the birth

of a child. During this twelve (12) week period of time, the member is required to use accumulated sick leave for the period of time that member is unable to perform his/her teaching duties due to the birth of a baby.

A member may return to his/her current contract status during or after this twelve (12) week period. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences toward the end of the semester. In such cases, the return date shall be a date that is mutually agreed upon between the member and the building principal or his/her designee.

A teacher electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms outlined in Article 14.03.

A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A father may use sick leave for absence to aid in the recovery of his wife due to the delivery of his baby. He may use sick leave during any of the seven (7) calendar days immediately following the day of the birth. If the birth is caesarian, the father may use sick leave during any of the ten (10) calendar days immediately following the day of the birth. Additional days may be granted due to unusual circumstances.

Members who do not have sufficient accumulated sick days to cover the workdays in the six (6) calendar week period immediately after the date of delivery and are unable to return to work must apply for an unpaid medical leave of absence until released by the attending physician. Paid leave from the sick leave bank is not available for this absence. Released by the attending physician does not preclude the member from being granted an initial or extension to an unpaid medical leave of absence.

14.0108 For newly hired instructors, five (5) days of sick leave shall be advanced in September for the months of September, October, November, and December.

14.0109 Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under sections 3319.081 and 3319.16, Ohio revised code.

14.0110 In an emergency situation, the superintendent in his/her sole discretion may grant an advancement of sick leave to a certificated employee restricted only by the employee's ability to repay advances within his/her contract year.

14.0111 No day will be charged against any teacher's sick leave if the schools are closed due to an emergency.

14.0112 Up to two (2) sick days per year may be used for observance of religious holidays.

14.02 **Personal Leave**

14.0201 All teachers are entitled to three (3) personal days per year. Personal days are for absence due to mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, weddings, graduations or any other matter of a personal nature. Reasons for the personal day request shall not be required; however, reasons are required when requesting two or more consecutive workdays of personal leave. Requests for use of two or more consecutive workdays of personal leave will be granted upon prior approval by the member's building principal or his/her designee. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources. Single personal days will be granted upon prior approval of the building principal or his/her designee. Personal days are not charged against sick leave.

14.0202 Request for personal leave shall be submitted to the building principal for approval at least one (1) week in advance under normal circumstances. In unusual or emergency situations the one-week requirement may be waived. Personal days requested less than one (1) week in advance must state the reason on the personal leave form. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources.

14.0203 In accordance with Board policy, personal days are not to be granted prior to or following school holidays, except in emergency or unusual situations, and these must be approved by the building Principal or his/her designee. Personal days under these circumstances must state the reason on the personal leave form. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources.

14.0204 Unused personal leave may be converted to sick leave at the ratio 1:1 up to a maximum of three days per school year; or, if all personal leave is not used, the total number of days may be converted to one additional personal leave day for the following year for a maximum of four.

A. For those teachers who have reached the 300 accumulation of unused sick leave, personal days converted accumulate above that ceiling.
B. For retirement purposes, personal days will be converted into the severance package at the end of the school year (June 30).
C. All other teachers who have not given notice of intent to retire will have personal days converted after June 30.

14.0205 Personal leave use beginning March 1 through the end of the school year is restricted to a percentage not to exceed 5% per building based on order of request. In unusual or emergency situations, the 5% limitation may be waived.

14.0206 No day will be charged against any teacher's personal leave if the schools are closed due to an emergency.

14.03 Child Care Leave Policy

14.0301 Child care leave shall be granted for up to twelve (12) months to a teacher to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care for up to 12 consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the superintendent no later than 30 days prior to the anticipated leave date (except where adoptive agency gives less than thirty (30) days notice), advising the superintendent of the anticipated date of the leave and further advising the superintendent of the approximate dates that the employee shall commence and end child care leave. The employee returning to service from child care leave will return at the start of a quarter. In the event that the end of the leave would not coincide with the start of a quarter, a return date that is mutually agreeable between the employee and principal (or his/her designee) will be determined.

This mutually agreed upon date may occur after the 12 months of the leave have expired without the employee forfeiting any of the rights contained within this contract.

14.0302 The superintendent and the Board have discharged their responsibility under this policy by offering the returning employee the former position held by the employee. Under unusual circumstances, such as shifts in enrollment or class offerings, the teacher may be offered a similar position for which she/he is qualified.

14.0303 The term of the employee's contract shall not be extended by child care leave, but in the event that an employee's limited contract expires while on child care leave, the contract will be renewed or non-renewed in accordance with normal procedures for all employees.

14.0304 The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave.

14.0305 The employee on leave may exercise the option of maintaining group insurance coverage at the employee's expense during such leaves and if allowable by the insurers.

14.04 **Assault Leave**

14.0401 Any teacher sustaining a physical injury as the result of a physical assault against him/her, incurred while the teacher is performing his/her contractual duties, shall be eligible for assault leave. Such leave shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days per member each school year. Leave may be extended at the sole discretion of the superintendent.

14.0402 Medical verification shall be furnished to the superintendent for all such absences requiring more than three (3) days leave. The Board or its designee shall have the right to require a medical examination by a physician of its choice after the teacher has been absent for three (3) school days per assault leave occurrence. In such event, the Board shall pay the full cost of the examination.

14.0403 Either the assaulted teacher, building administrator or superintendent shall immediately notify the police.

14.0404 A written report of all assaults on staff personnel will be made to the office of the superintendent.

14.05 **Professional Leave**

14.0501 Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.

14.0502 Requests for Professional Leave will be submitted through the principal to the superintendent or assistant superintendent at least five days in advance of the requested date.

14.0503 Teachers may be granted professional leave on the recommendation of the superintendent if the request meets the following criteria:

A. Directly related to their assigned duties as an employee.
B. Designed to improve the employee's performance in his/her assigned duties.

14.0504 Visitation to other schools will be restricted to the schools within a reasonable distance except under special circumstances.

14.0505 Reimbursement, for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.

14.0506 Attendance shall be required at the professional meetings for which released time has been granted.

14.06 **Sabbatical Leave**

14.0601 A teacher who has completed five years of service may, with the permission of the Board and the superintendent, be entitled to take a leave of absence for one or two semesters subject to the following restrictions: the member shall present a completed Sabbatical Leave Application Form (Appendix O) to the building principal/immediate supervisor for approval by the Superintendent and School Board. At the conclusion of the leave, the member shall provide evidence that the plan was followed to the Superintendent.

14.0602 The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

A. Sabbatical Pay – the employee shall receive as a sabbatical stipend equal to the difference in the employee's individual salary minus the BA Step 1 costs and shall also be eligible for all benefits during the sabbatical leave for which he/she was eligible and received in the assignment immediately prior to the leave.

B. By accepting a sabbatical leave the teacher agrees to return upon conclusion of a sabbatical leave and to remain in Lakota as a teacher for a period of five (5) academic years.

C. All salary received while on leave, including the actual cost to the district of all benefits provided during the sabbatical leave shall be refunded to the Board if the applicant does not resume employment with the Lakota School District for five (5) academic years. The salary will be refunded following this formula:

1. 80% reimbursed at the end of year one;
2. 60% reimbursed at the end of year two;
3. 40% reimbursed at the end of year three;
4. 20% reimbursed at the end of year four.

14.07 **Jury Duty**

The Board shall pay a teacher the teacher's regular compensation provided the remuneration received for serving as a juror is signed over to the Board.

14.08 **Military Leave**

Military leave shall be accorded teachers in keeping with all sections of the Ohio Revised Code.

14.09 **Leaves of Absence**

14.0901 Teachers may be granted leaves of absences for the school year or a portion thereof upon written request and approval of the Board. The request for a Leave of Absence must specify the specific length of time requested for the leave and reasons for the leave.

14.0902 Teachers returning from a leave of absence must reach agreement with regarding the intended date of return by March 1 or thirty (30) days prior to return from semester leave. Teachers returning from a leave of absence provide pertinent documentation upon return from leave.

14.10 **Rights While on Leave of Absence**

14.1001 Teachers on Board approved leaves of absence shall accrue seniority in accordance with Section 2.06.

14.1002 Teachers on leave of absence may participate in all insurance benefit plans offered by the Board while on leave provided they pay the monthly premium for the insurance coverage to the treasurer of the Board in advance.

14.11 **A teacher** subpoenaed to testify at a judicial hearing on a matter which is related to his/her employment duties shall be paid while doing so.

14.12 **For the purposes of this article**, a day of leave shall be equivalent to the length of the affected employee's work day. A personal or sick day accumulated shall represent a day of leave time

should a part-time teacher become a full-time teacher or a full-time teacher become a part-time teacher.

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ARTICLE XV - INSURANCES

15.01 Health Care

15.0101 The Board shall provide the plan(s) offered by the Butler Health Plan (medical and dental).

15.0102 The Board will provide health insurance programs, as follows, with the following Board/ employee contribution rates, effective September 1, 2010:

Plan	2010-2011	2011-2012
Basic	90/10	90/10
Choice	89/11	89/11
Classic	85/15	80/20

A. In the case of spouses, who are both employees of the district, the Board will pay 100% of one family plan or one employee plus one dependent plan of the members' choice.

B. Any teacher hired on or after July 1, 2010 will only be eligible for Choice or Basic Plan options.

15.0103 Dental

The Board will pay 100% of the dental premium.

15.0104 IRS Regulation #125

The Board will implement that portion of IRS Regulation #125 which tax shelters the employee portion of the health care premium and that portion of the IRS Regulation #125 which tax shelters the employee out of pocket portion of health care costs and dependent care expense.

15.0105 Life

A. The Board will provide life insurance in an amount equal to 1-1/2 times the employee's annual base salary with a minimum of $30,000.

B. The Board will provide employee options for voluntary supplemental life insurance coverage and voluntary dependent life insurance coverage. The employee/participant shall pay any premium for either voluntary supplemental or voluntary dependent life insurance. Life insurance shall exclude coverage for accidental death of an insured intoxicated driver.

15.02 **If the Board of Education** needs or is required by law to change carriers, any new insurance coverage secured shall be comparable to the coverage presently in effect unless the change in coverage is mutually agreed upon by the Association and the Board of Education.

15.03 **Bargaining unit members** working at least 3-1/2 hours or more (excluding lunch) shall be eligible for health insurance, full dental, and life insurance equal to one and one-half times the employee's annual base salary with a minimum of $15,000.

15.04 **Worker's Compensation**

When applicable, teachers may receive worker's compensation benefits pursuant to chapter 4123 of the Ohio Revised Code.

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ARTICLE XVI - SEVERANCE PAY

16.01 **A teacher who retires** from the district shall be eligible for severance pay if he/she:

16.0101 Accumulates sick leave pursuant to the provisions of Section 3319.1411 of the Ohio Revised Code.

16.0102 Retires from the employ of the Board and is, at the time of retirement from the employ of the Board, eligible to receive retirement benefits from the State Teachers Retirement System of Ohio.

16.02 **All retiring teachers** shall receive a sum equal to one-fourth (1/4) of their first 200 days of accumulated but unused sick leave.

16.03 **An additional sum** equal to one-half (1/2) of his/her accumulated days over 200 (up to the maximum of 300) shall be paid if the teacher elects to retire during the year he/she first becomes eligible with either 30 years experience (at any age) or with 5 years experience (at age 60) following ratification of this contract.

16.04 **The payment** shall be based on the employee's daily rate of pay at the time of retirement and eliminates all sick leave credit accrued, but unused.

16.05 **The Board** shall grant severance pay to the estate of a teacher who dies while in the employ of the Board.

16.06 **The Board**, in its sole discretion, may grant severance pay based on the employee's daily rate based on full-time employment if the employee's daily rate at the time of retirement is based on part-time employment and a substantial portion (80% or more) of the employee's years of employment in the district has been as a full-time employee.

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ARTICLE XVII - RETIREMENT

17.01 **The Board** will continue the provision allowing the employee's share of the retirement contribution to be treated as an annuity for income tax purposes. It is agreed that this provision shall not be an additional cost factor to the Board.

17.02 **The retiring employee** shall notify the district at least 60 days in advance of retirement date. Space shall be provided on the Retirement Notification Form for a confidentiality option.

17.03 **Retirement effective dates** will be at the end of a semester or at the end of the school year. Notification and effective dates may be waived at the discretion of the Board.

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ARTICLE XVIII - SALARIES

18.01 **The salary** to which a teacher is entitled under his/her individual contract with the Board will be paid in twenty-four (24) equal installments according to the attached salary schedules. Direct

deposit is required for all employees. Exceptions and alternate payment plans will be made for current teachers (at the time of ratification of this contract) with special circumstances.

18.02 **The Board** shall implement the salary schedule attached hereto and designated Appendix "C."

18.0201 The base rate of the salary schedule shall be the Bachelor's Degree column, Step 1 (one).

18.0202 The schedule shall comprise six columns as follows.

A. Bachelor's column – a Bachelor's degree or its equivalent as designated by ORC from any accredited institution.
B. 150 hour column shall mean either 150 hours (or equivalent) accumulated either before or after the Bachelor's degree has been received.
C. Master's degree from any accredited institution.
D. Master's plus 15 graduate hours or 21 quarter hours earned after qualifying for the Master's degree.
E. Teachers with Master's degree plus 30 graduate semester or 45 quarter hours beyond Master's degree, or an Educational Specialist degree. Graduate credits shall be those earned after qualifying for the Master's degree.
F. Teachers with an earned doctorate in an accepted educational or teaching field.

18.03 **Advancement on the Salary Schedule**

18.0301 One(1) year of teaching experience shall be determined by the teacher teaching at least 120 days per year in an Ohio-chartered private or public school or a public or private institution, or special education program which held an Ohio charter or subsequently became chartered. In addition to teaching service, the teacher must be credited with all years of active military service up to a maximum of five (5) years. Other years credited will be determined by Section 3317 of the ORC.

18.0302 Horizontal Advancement

A. A teacher shall advance horizontally on the salary schedule by acquiring additional training.
B. A teacher shall advance horizontally on the salary schedule when:
    1. Sufficient course work or a higher degree is earned from an institution accredited by the National Council for Accreditation of Teacher Education or a regional accreditation association.
    2. Satisfactory evidence of such completion is provided to the employer. Satisfactory evidence shall be an official transcript or a letter of course work completion issued by the appropriate institution or program.
    3. A "change of salary" status form shall be provided by the building principal, and must be submitted along with the documents listed above.
C. Payment on the new column will commence the first pay of the school year, provided the employer has been provided satisfactory evidence on or before September 15.

18.0303 Vertical Advancement

At the beginning of each school year, a teacher shall advance vertically one (1) step on the salary schedule for each year of experience in the District.

18.04 **Supplemental Salary Schedule – Attached as Appendix "E"**

18.0401 Method of Computation

A. All indexed positions will be computed by multiplying the index value for each position times the current supplemental base salary.
B. All index values shall be subject to regular negotiations which ever salaries are negotiated unless otherwise mutually agreed to by both parties.

18.0402 Experience

Credited experience for each step on the supplemental salary schedule shall be based upon:

A. The total years served not necessarily continuous, in that extracurricular capacity in Lakota Schools or any other school district.

B. In the case of coaching positions, coaching experience earned in grades 7-12 in the same sport may be applied to the experience column regardless of whether the experience was Junior High, Senior High, head coach, or assistant coach experience.

18.0403 Revisions

A. All index or category revisions in the supplemental salary schedule shall be made during the regular negotiations process or by mutual agreement between the Board and the Association.

18.0404 General

A. The Board reserves the right, pursuant to current Board policy, to create or eliminate positions as circumstances require. Current supplemental positions and categorical placements are attached in Appendix Fa.

B. Supplemental contracts shall be issued annually for each activity and shall, without notification, be non-renewed at the conclusion of the school year in which the contract was issued.

18.05 **Extended time** shall be compensated at a rate of 2.5% per week based on the basic 184-day teaching contract. The granting of extended time shall be at the sole discretion of the Board and also as mandated by state standards.

18.06 **Individual Rates of Pay**

18.0601 Individual Hourly Rate of Pay

A. Method of Computation

1. Determine the teacher's annual basic 184-day salary as provided by the teacher's contract
2. Divide the teacher's basic salary by 184 days
3. Take figure arrived at in "2" above and divide by 7-1/2 hours to determine the teacher's individual hourly rate of pay.

18.0602 Newly Constructed Classrooms

The teachers who agree to prepare newly constructed classrooms for students in order to open school shall be paid the sum of $10.00 per hour for said preparation (appendix D).

18.0603 Summer Meetings

Any teacher who attends any meeting called by a principal during the summer break shall receive $10.00 per hour for said attendance (Appendix D).

18.0604 Summer Trainings

Any teacher who participates in summer trainings approved by a principal shall receive $10 per hour for said attendance (Appendix D-1).

18.0605 Stipends

Any teacher who agrees to participate in an extra-curricular position will be paid as defined by the stipend criteria and scoring rubric. Refer to the stipend scoring rubric in Appendix D-2.

18.0606 Supervision

Teachers who supervise students at the request of their building administrator beyond the normal workday, such as in the case of Board approved overnight supervision and field trip supervision, which occur during the week, weekends, or during summer break and are not employed in a supplemental for said duty, shall be paid a stipend of fifty dollars ($50) per day or night. This stipend is not to exceed $50 per a 24-hour period.

18.07 Tuition Reimbursement Fund

18.0701 The tuition reimbursement fund will be funded each year at $3.50 per student average daily membership for the district for the previous academic year.

18.0702 This fund will be disbursed in accordance with the procedures set forth hereafter.

18.0703 A Tuition Reimbursement Committee comprised of four (4) members selected by the Association president and four (4) administrators chosen by the superintendent shall meet to approve applications. The committee chairperson shall be appointed by the superintendent.

18.0704 Procedures

A. An application for Tuition Reimbursement participation must be submitted to the Central office prior to October 1 of the next school year after courses are taken. Only teachers returning to the district are eligible for this program.

B. Applicants for tuition reimbursement shall be eligible for reimbursement not to exceed one-half of the tuition paid for up to six semester hours or nine quarter hours of coursework. Combinations of semester and quarter hours will be calculated to equal six semester hours or nine quarter hours.

C. An application shall be provided by the Central office for each teacher in the district.

D. The following items must be submitted along with the completed application:

1. A copy of the grade for the class
2. Proof of tuition payment (receipt, canceled check, etc.)
3. The applicant will be entitled to be reimbursed in an amount not to exceed one-half (1/2) of the tuition paid by the applicant for the course approved. Each applicant will receive an equal proportionate percentage reimbursement.

18.0705 Regulations and procedures for participation in the tuition reimbursement program shall include the following:

A. The application for approval of college courses must be submitted to the Central office.

B. Applicants must hold a BA/BS or higher degree to be eligible for tuition reimbursement.

C. Both undergraduate and graduate courses taken from any fully accredited college or university may be approved.

D. In the event requests exceed the amount available for this purpose, each applicant shall receive an equal proportionate percentage reimbursement.

18.0706 No reimbursement will be made to a teacher who enrolls in courses where the tuition is paid by scholarship, fellowship, or federal grant. No reimbursement will be made unless a grade of at least a "C" or "Passing" is obtained.

18.0707 A teacher who uses a certificate issued from an accredited university for his/her supervision of a student teacher will be reimbursed under the regulations and procedures listed above.

18.0708 The tuition reimbursement committee chairperson shall issue a report each year. The report shall include the number of teachers who applied for reimbursement, the number of teachers who were actually reimbursed, general information concerning budget allotments for the year, and the total expenditures of the TRC fund. The TRC chairperson shall send the report to the Association president and to the Superintendent.

18.08 **Teacher Development Fund**

The Board agrees to establish funds for programs designed and implemented to improve teacher classroom skills, subject matter knowledge, and professional status.

The following guidelines will be used to implement this program:

18.0801 Teacher Development Fund – Annual appropriation shall be $5 per average daily student membership of the previous academic year.

18.0802 Disbursement – Funds appropriated as specified above will be disbursed in accordance with the guidelines set forth below.

A. The TDF fund will be discussed and building distribution guidelines developed at a staff meeting within the first month of the year. The allocation of funds within the building and the location of the form for request of funds will be made known to each teacher. A copy of the building distribution guidelines will be forwarded to the LEA President and to the Executive Director of Human Resources.

B. A financial report will be available to building staff when appropriations are made, stating the balance of the building fund, including carry-over from the previous year.

C. A quarterly statement will be available to building staff, stating monies used and what is available.

D. TDF monies in this fund are to be used for individual teacher professional development. This fund will not be used to fund district or building initiatives except to the extent requested by the teachers and consistent with the teacher's professional development focus.

E. Teachers on split assignment to more than one building will access funds each year from the building at which they received their first paycheck of that year.

F. Within two (2) weeks of the denial of funds by the TDF committee, a teacher may submit an appeal in writing to the TDF committee with clarification with support as to how the request aligns with the TDF building distribution guidelines. The TDF committee will reconsider the request. If there is no resolution of the appeal, the TDF committee will reconsider submit the request with clarification with support to the LEA President and the Executive Director of Human Resources for review and decision. The review decision shall be final.

G. The cost of substitutes for teachers utilizing TDF will be shared as follows: The cost of the first ten substitutes shall be shared equally between the building's TDF and building budget. The cost of any substitutes needed, thereafter will be decided by the building's Teacher Development Committee.

18.0803 Building Teacher Development Committee (TDC) – Within each building there will be a teacher development committee, consisting of at least an administrator, an association member appointed by the LEA President, and two additional LEA members. The Administrator and the appointed Association member shall serve as co-chairs.

18.0804 Approved Teacher Development Programs that are offered by an accredited college or university may be taken for graduate credit at the option of the participant. Any such arrangement shall be in full and complete compliance with the requirements established by the college or university. Payment of tuition to the college or university for credits shall be the responsibility of the participant and not the Board.

18.0805 Participation – all teachers shall be eligible for participation in TDF-sponsored programs, limited only by the resources available. Should demand exceed programs available, the TDF Committee shall set priorities and limits of participation.

18.0806 The Teacher Development Committee co-chairpersons shall issue a year-end report listing the activities and the expenditures of the TDF funds. This report is to be sent to the Association president and to the superintendent or his/her designee.

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ARTICLE XIX - SICK LEAVE BANK

19.01 Purpose

To loan additional days of sick leave to teachers who have exhausted personal sick leave days.

19.02 Provisions of Eligibility

19.0201 All teachers shall be eligible to be members of the sick leave bank (SLB).

19.0202 After the start of each school year, all teachers will receive an intent form from the Treasurer's office for the purpose of enrolling in the SLB. Initial membership will consist of one (1) day sick leave, to be designated by the teacher, to the SLB on such form between September 1 and October 1. Each teacher will receive a notice of receipt indicating his/her participation in the program.

19.0203 New members may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's office during the period of September 1 through October 1.

19.0204 If one hundred (100) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

19.03 Operational Procedures

19.0301 Loans will be limited to participating members for use of the members own personal illness, injury, or non-elective surgery occurring under unusual, severe or emergency conditions, as determined by the SLB Board. At the discretion of the SLB Board, loans may be provided in the event of illness or injury of a member's spouse, child, parent or such relationship by marriage.

19.0302 Applications for loans from the sick leave bank must be made on the employee application for sick leave bank form (Appendix 1). A physician's statement is required with each application in order to be considered for a loan.

19.0303 A loan will be considered only after the teacher has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System, or receiving Worker's compensation.

19.04 Sick Leave Bank Board

19.0501 The sick leave loan bank is to be regulated by a board consisting of two (2) teachers to be selected by the Association and two (2) administrators to be selected by the Superintendent.

19.05 Loan and Payback Procedures

19.0501 The maximum number of days that a teacher may borrow is thirty (30) days in one school year.

19.0502 The teacher who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. In the event a member who owes days to the bank ceases for any reason to earn sick leave days (i.e., retirement resignation, permanent disability or death), one of the following shall occur:

A. The teacher's last paycheck shall be docked in the amount equal to his/her per diem for all days owed to the bank, or
B. Severance pay shall be reduced in the amount equal to his/her per diem for all days owed to the bank.

19.06 **Policy Procedures**

19.0601 In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing to the following:

"I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless the Lakota Local Board of Education, the Lakota Education Association, the SLB Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

19.0602 Application for the SLB days must be made to the SLB Board.

19.0603 The SLB Board shall meet and render a decision within ten (10) days of receipt of request.

19.0604 Unused requested days shall be returned to the SLB.

19.0605 The SLB will begin with one (1) day from each contributing certificated employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day to a maximum of three (3) additional days per year. The SLB Board shall be responsible for notifying certificated employees of each assessment period.

19.0606 Extension of additional days may be applied for in the same manner as the original application.

19.0607 All decisions of the SLB Board shall be final and binding and are not subject to the grievance/arbitration provisions of this agreement.

19.0608 Guidelines will be reviewed annually by the Sick Leave Bank Board.

19.07 **Maximum Expenditure**

19.0701 Maximum expenditure for the sick leave bank will be $20,000 each year.

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ARTICLE XX - ENTRY YEAR PROGRAMS AND MENTOR SELECTION

20.01 **A district pool of teachers** will be formed from which mentors will be selected. Teachers wishing to be in this pool must:

20.0101 Have a minimum of five (5) years teaching experience

20.0102 Have a minimum of three (3) years in the Lakota School District

20.0103 Have training in the skills relative to the task of serving as a mentor or take the training at the next possible opportunity.

20.0104 Submit a letter of intent including the following information: certificates held; past teaching assignments; reasons for wanting to be a mentor; courses, conferences, or seminars taken in the past three (3) years; any additional information helpful to the committee which will be charged with assigning mentors to entry-year teachers.

20.02 **As full- or part-time entry-year teachers** are hired, they will be assigned mentors. Only first-year teachers (including those on extended substitute assignments of at least 120 contract days) will be assigned mentors. Persons who have served only as substitute teachers will be considered first-year teachers.

20.03 **Selection of mentors** will be by a building level committee composed of the following people:

20.0301 Elementary: principal, assistant principal, and grade level chairperson of new faculty member.

20.0302 Secondary: principal, assistant principal, department chairperson of new faculty member, and another department chairperson.

20.04 **Mentors selected for assignment** to entry-year teachers should be from the district pool if at all possible. Any person who is assigned as a mentor, who has not had training, must take this training at the next possible opportunity.

20.05 **Grade level chairs and department chairs** may serve as mentors if no other appropriate mentor is available.

20.06 **A teacher** may not serve as both a mentor and a student teacher supervisor at the same time.

20.07 **Only one entry-year teacher** will be assigned to a mentor.

20.08 **The building committee** charged with assigning mentors from the district pool will consider the following criteria and may establish its own priorities among the following criteria for each assignment:

20.0801 The mentor should be from the same building as the entry-year teacher.

20.0802 The mentor should teach in the same grade level or subject areas as the entry-year teacher.

20.0803 The mentor should be committed to the concept of lifelong learning and personal/professional development as evidenced by such things as membership in professional organizations, attendance at conferences, and enrollment in academic courses.

20.0804 The mentor should possess effective interpersonal communication skills.

20.0805 The mentor should be respected by building colleagues.

20.0806 The mentor should have shown interest in helping new teachers in the past.

20.0807 The mentor should be knowledgeable regarding school district and building procedures and goals.

20.09 **Concerns** about terminating mentor-entry year teacher matches, once formed, should be brought to the building level selection committee for decision.

20.10 **District and Building Procedures and Goals**

The job description of the mentor includes the following responsibilities:

A. Orienting EYT (entry-year teacher) to district and building policies/procedures.
B. Providing consulting help in: classroom management, understanding of courses of study, parent communications, and other critical activities.
C. Visiting the classroom of EYT and discussing these visits in pre-and post-conferences.
D. Inviting EYT to observe instruction in mentor's classroom.
E. Initiating weekly contact with EYT and being available for EYT-initialed requests for help.
F. Attending district-sponsored follow-up training sessions.

20.11 **The evaluation process** undertaken by building administrators is distinct from the mentoring program. The mentor will not participate in any formal or informal evaluations of EYT, not make any recommendations regarding the continued employment of EYT. Administrator evaluations can be shared with mentor at the discretion of EYT.

20.12 There shall be a joint committee composed of members appointed by the Superintendent or designee and the LEA President to maintain and implement the Entry Year Teacher Mentoring Program and a New Teacher Induction Program at the start of each school year.

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ARTICLE XXI – DRUG-FREE WORKPLACE

21.01 **It is the policy** of the Lakota Board of Education to establish a drug-free workplace. Drug or alcohol abuse in the workplace is dangerous and can lead to harm to not only the person abusing drugs or alcohol, but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of all Board of Education employees can potentially influence children within the schools.

21.02 **For these reasons**, the Lakota Board of Education is committed to maintaining a drug-free workplace and will enforce a policy requiring all employees to refrain from the illegal use, sale, purchase, possession, or being under the influence of drugs or alcohol while on the job or while using school equipment. Employees who fail to comply with this policy will be subject to discipline up to and including termination from employment.

21.03 **The Board of Education** does not maintain a drug/alcohol rehabilitation program, but a list of programs within the community available to employees who need help with a drug or alcohol problem is provided in Appendix G.

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ARTICLE XXII – SMOKE-FREE ENVIRONMENT

22.01 **It is the policy** of the Lakota Board of Education to provide a healthy, comfortable, and productive environment for students, staff, and other participants in district activities.

22.02 **For these reason**, the Lakota Board of Education is committed to maintaining a smoke-free environment and will enforce a policy requiring all employees to refrain from the use of tobacco and/or tobacco products on school property. Employees who fail to comply with this policy will be subject to discipline consistent with Article X of this agreement.

22.03 **The Board of Education** does not maintain a tobacco use cessation rehabilitation program, but a list of programs within the community is available to employees and provided in Appendix "G."

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ARTICLE XXIII – TEST SECURITY PROVISIONS

23.01 **All test questions** and all other materials which are considered part of the approved achievement/ability tests and the proficiency tests, including, but not necessarily limited to reading passages, charts, graphs, and tables, shall be considered secure and subject to the provisions of Sections 3319.151 and 3319.99 of the revised code and to the provisions of this rule.

23.02 **The District** and each school shall identify at least one certificated employee of the district to be responsible for ensuring that all test security provisions are met while test materials are in the district and/or in the building, respectively.

23.03 **No one person** shall teach students the answers to specific test questions, copy or otherwise reproduce secure test materials for use by students, change students' responses on the answer sheets, or in any other way cheat or assist a student to cheat.

23.04 **No unauthorized person** shall have access to any secure test materials at any time such materials are in the school district or school building.

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ARTICLE XXIV – SUPPLEMENTALS

The rates for calculating supplemental pay are in Appendix E. District supplemental positions and pay category for each is in Appendix F. Building supplemental positions approved for 1996-97 and pay category for each is in Appendix F.a. The supplemental position request or review form is in Appendix F.b. Guidelines for supplemental pay category are in Appendix F.c.

24.01 **The district "Proposal for Supplemental Position" form** (Appendix F.b.) will be used to gather information on supplemental positions suggested for creation, reinstatement or revision. A scoring key based on time involved in carrying out the task, the administrative responsibilities required, the level and scope of the activity, the qualifications required, and the number of students involved (Appendix F.c.) will be used to determine the job description and pay category.

24.02 **Creation and reinstatement requests** approved by the administration will be assigned a pay category by the supplemental subcommittee of the joint Board and association negotiating teams.

24.03 **Revision requests** approved by the administration will be assigned a pay category by the supplemental subcommittee which will meet annually to consider revision for the following contract year.

24.04 **An individual employed** in a supplemental position in the 1995-96 school year, who is reemployed in that same supplemental position for the 1996-97 school year but the supplemental position pay category has been reduced, shall not receive pay based on the reduced category in 1996-97. Pay in 1996-97 for such individual shall remain based on the 1995-96 category and his/her experience step in that category on the 1996-97 supplemental salary schedule. Thereafter, the individual to whom these circumstances apply shall have his/her affected supplemental salary frozen at the 1996-97 amount until the calculation of pay based on the new reduced category exceeds the frozen 1996-97 amount. The individual who does not remain continuously employed in a position will receive pay based on the reduced category for that position when reemployed.

24.05 **Instructional aides** assigned throughout a department or school shall be counted as FTE within the department when calculating the pay category for supplemental contracts for department chairs. Exempt from this calculation shall be instructional aides as designated by the Ohio Department of Education Division of Special Education or Division of Early Childhood Education or assigned to a specific district-wide program or a specific student. These fall under three categories:

A. Specific Classroom
   1. Multiple Handicapped
   2. Severe Behavior Handicapped – self-contained class
   3. Orthopedic Handicapped – self-contained class
   4. Preschool Special Education class

B. Specific District-Wide Program
   1. Occupational Therapy
   2. Physical Therapy
   3. Adapted Physical Education
   4. Job Trainers

C. Specific Student
   1. Student Attendant
   2. Note Taker
   3. Sign Language Interpreter
   4. Others similarly assigned

Department chair supplemental pay calculations based on department FTE (including instructional aides as described above) will be adjusted each school year at the ADM Enrollment count the first week of October. There will be no recalculations due to changes in FTE at other times in the school year.

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ARTICLE XXV – ASSOCIATION PRESIDENT'S RELEASE

25.01 *President's Release Time*

25.0101 The Association president or designee shall be granted one-half day release from his or her normal schedule for the duration of his/her term in office.

25.0102 The Presidential Release shall be granted in units of one academic year.

25.0103 While on President's Release, the Association president or designee shall be provided a home-base location with access to all communication systems in a district building for the duration of the release.

25.0104 While on President's Release the half-day teaching assignment of the Association president or designee shall include a planning period.

25.0105 While on President's Release, the Association president or designee could be given a special/alternative assignment rather than a portion of the regular teaching assignment of his/her normal schedule.

25.0106 A portion of President's Release time not to exceed 5% may be made available for District work at the request of the Superintendent by mutual agreement.

25.02 **Arrangement for President's Release**

25.0201 To accommodate scheduling, the Association shall inform the Superintendent and affected Principal of the individual who shall receive the President's Release no later than the first class day of May.

25.0202 The Association president shall assist in the determination of the half-day schedule to be assigned during the President's Release.

25.0203 The Association will reimburse the Board for the President's release time in the amount of 25% of total of the salary of a teacher at Bachelor's step 1 and the cost of other employment fringe benefits.

25.03 **Return from President's Release**

25.0301 To accommodate scheduling, the Association shall inform the Superintendent and affected Principal no later than the first class day of May that the individual on the President's Release shall be returning to regular full-time status.

25.0302 The teaching assignment of the Association president shall be restored to him/her for the year following the Presidential Release. He/She is to be returned to the building and to the class assignment in which he/she served prior to the President's Release.

25.0303 The Association president or designee shall suffer as a result of this release no loss in salary, fringe benefits, seniority, contractual benefits, or statutory benefits to which he/she would have been entitled had he/she worked his/her normal schedule prior to receiving President's Release.

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ARTICLE XXVI – RE-EMPLOYMENT OF RETIRED TEACHERS

26.01 **If the Board elects to reemploy** individuals who have retired from the Lakota Local School District (or from other school districts) and who are receiving Benefits through the State Teachers Retirement System, the conditions set forth in this agreement shall apply only to the employment of these individuals.

26.0101 The salary to be paid to the reemployed retired teacher shall be set at the level established in the salary schedule currently in effect under the master agreement between the Board and the Association. Placement on the salary schedule shall be determined by the number of verified years of teaching experience (agreement section 18.0301) up to a maximum of five (5) years throughout the term of employment.

26.0102 Reemployed retired teachers may be eligible for participation in the insurance plans offered by the Board, effective January 1, 2009. They are not eligible for any plan offered by the Board if they are eligible for insurance from another source (including the State Teachers Retirement System) for which the teacher is responsible for less than 50% of the cost through December 31, 2008.

26.0103 Reemployed retired teachers employed pursuant to this article shall receive one-year renewable, temporary contracts and shall not be eligible to receive continuing contracts regardless of their years of service, degrees, or certificate(s)/license(s) held. (The temporary contract used in the employment of retired teachers shall be the same temporary contract as used in the employment of teachers substituting for those on extended absence or those on leaves and in the employment of teachers with temporary or substitute certificates/licenses.)

26.0104 Each one-year, temporary contract shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the master agreement currently in effect or with ORC 3319.111 nor to take formal action to not reemploy the individual pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. If continued, the position held temporarily by a reemployed retired teacher shall be posted for transfer opportunities for regularly-contracted bargaining unit members.

26.0105 Reemployed retired teachers are not entitled and/or not eligible to receive severance benefits provided by a collective bargaining agreement currently in effect between the Board and the Association.

26.0106 In the event of a reduction in force, the contract of the reemployed retired teacher shall be suspended prior to the contract of any other regularly-contracted bargaining unit member.

26.0107 Reemployment of a retired teacher shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such contract for the reemployment of a retired teacher.

26.0108 Reemployed retired teachers are eligible for sick leave accumulation commencing with the first year of reemployment, including eligibility to contribute to and participate in the sick leave bank which may be a part of the master agreement between the Board and the Association.

26.0109 Reemployed retired teachers may commence their reemployment with up to 15 sick days of accumulated sick leave if said days are carried forward from their prior employer.

26.0110 Subject to these provisions, reemployed retired teachers are part of the bargaining unit and entitled to all the rights, protections and benefits of being a part of the bargaining unit not otherwise described herein. The provisions of this article shall apply to only the reemployment of retired teachers and for reemployed retired teachers only.

26.0111 Pursuant to the authority provided by ORC 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 CRC, Chapter 3307 ORC, this provision shall supersede and replace the statutory law of Ohio and other provisions of the master agreement between the Board and the Association.

26.0112 Re-employed retired teacher's positions shall be posted internally no later than May 1 of each year.

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ARTICLE XXVII – JOB SHARING

It is recognized by the Lakota Board of Education and by the Lakota Education Association there may be occasions in which two bargaining unit members may partner to share a single contract position. Job sharing may be arranged if all of the following conditions are met:

27.01 **The written application of the job share** must be submitted to the building principal prior to February 1 of the year prior to the job share year to assure consideration. The plan must be submitted on the standard form (Appendix L-1 and L-2). The building principal or immediate supervisor may approve the plan following consultation with the Human Resource Office.

27.02 **A new proposal** is required each year by February 1 to continue an existing job share.

27.03 **All job share** situations, if approved, are in effect for one school year.

27.04 **The job share application** (Appendix L-1 and L-2) must address parent conference, faculty meetings, field trips, IEP meetings, professional development days, grading, student records, planning time, duty assignments, over-lap time, communications, classroom management and discipline and other matters of responsibilities of job sharing partners.

27.05 **Compensation** will be based on FTE and appropriate placement on the approved salary scale.

27.06 **As defined by Article XV** of the master agreement, both job share partners are eligible for benefits. The Board will pay no more than the appropriate percentage of a Single health plan for each job share partner. If a job share partner opts for an Employee+1 health plan or for a family

health plan, he/she must pay 100% of the difference between the cost of the chosen plan and the cost of the appropriate percentage of a Single Plan.

27.07 **It is strongly encouraged** that each job share partner will substitute in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Substituting done by either partner in a job share, including substituting for the job share partner, shall be at the current substitute teacher rate.

27.08 **The assessment tool** (Appendix M-1 and M-2) may be used at the conclusion of the first semester to evaluate the job share. The assessment may be used to determine the acceptance of future job share requests.

27.09 **If job sharing partners** seek to transfer together to another position, they shall be considered at the seniority level of the less senior.

27.10 **At the termination** of the job share arrangement for any reason, the more senior partner shall have the option of retaining the job shared position while the less senior partner shall have the option of voluntary transfer.

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ARTICLE XXVIII - DURATION

This contract shall become effective on the 1st day of July, 2010, and shall expire on the 30th day of June, 2012.

Contingent upon the Districts' legal ability for the Board President, Treasurer, and Superintendent to sign the R.C. 5705.412 certificate. In the event that the Board representatives are unable to sign the R.C. 5705.412 certificate the second year of this agreement and all items agreed to between the parties related to the second year shall be considered null and void.

This contract was executed on the 23rd day of August, 2010.

LAKOTA EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

By _____
Spokesperson

By _____
Spokesperson

LAKOTA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
President

By _____
Treasurer

CERTIFICATED GRIEVANCE FORM

LAKOTA LOCAL SCHOOL DISTRICT

NAME OF GRIEVANT _____ POSITION _____ DATE SUBMITTED _____

SCHOOL_____ NAME OF PRINCIPAL_____

GRIEVANT ACCOMPANIED BY:_____

SECTION FOR GRIEVANT:	Briefly state the problem, indicating the specific section of the *agreement which has allegedly been violated, misinterpreted, or* misapplies and the date of occurrence.
	(If additional space is needed, use other side.)
What remedy is sought?	

DATE_____ GRIEVANT'S SIGNATURE_____

(PRINCIPAL'S RESPONSE ON BACK)

SECTION FOR PRINCIPAL: DATE RECEIVED_____

In answer to the grievance, include parts of the Agreement which is the basis of the decision. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school principal's file
2. Copy to superintendent
3. Copy to Grievant
4. Copy to Association

DATE_____ PRINCIPAL'S SIGNATURE_____

APPEAL SECTION: I desire to appeal the above decision.

DATE_____ SIGNATURE OF APPELLANT_____

DATE_____ SIGNATURE OF CHAIRPERSON
L.E.A. Grievance Committee:

_____

LAKOTA LOCAL SCHOOL DISTRICT
PHASE I EVALUATION REPORT

Teacher's Name_____ School_____ *Grade Level/Subject Area*_____

Evaluator's Name_____ School Year_____ Evaluation Date 1_____

Instructions: Please rate the teacher's performance on all of the nineteen criteria for which you have appropriate data. Refrain from scoring criteria for which you do not have appropriate data.

Scale: U = Unsatisfactory B = Basic P = Proficient N = Noteworthy N/O = Not Observed

Domain 1: Planning and Preparation	**Rating**
1a Knowledge of Content and Pedagogy	
1b ☆ *Demonstrating Knowledge of Students*	
1c ☆ Selecting Instructional Goals	
1d Demonstrating Knowledge of Resources	
1e ☆ Designing Coherent Instruction	
1f ☆ Assessing Student Learning	

Domain 2: Classroom Environment	**Rating**
2a ☆ Creating an Environment of Respect and Rapport	
2b Establishing a Culture for Learning	
2c *Managing the Classroom*	

☆Each component with a star indicates a critical component for a new teacher.

Domain 3: Instruction	**Rating**
3a Communicating Clearly and Accurately	
3b ☆ *Using Questioning and Discussion Techniques*	
3c ☆ Engaging Students in Learning	
3d Providing Feedback to Students	
3e ☆ Demonstrating Flexibility and Responsiveness	

Domain 4: Teacher Professionalism	**Rating**
4a *Reflecting on Teaching*	
4b Maintaining Accurate Records	
4c ☆ Communicating to Families	
4d Contributing to School and District	
4e Growing and Developing Professionally	

Evaluator's Signature_____ Date_____ Teacher's Signature_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

PHASE I SUMMATIVE EVALUATION REPORT #1

This evaluation is based upon:

Pre-Observation Conference 1 on _____ Classroom Observation 1 on _____ Post observation conference 1 on _____

*Pre-Observation Conference 2 on_____ Classroom Observation 2 on _____ *Post observation conference 2 on _____

- - denotes optional step

Evaluator's Name_____ Teacher's Name_____ School Year_____

SUMMATIVE STATEMENT OF EVALUATOR

RECOMMENDATION OF EVALUATOR

Evaluator's Signature_____ Date_____ Teacher's Signature_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

PHASE I OBSERVATION REPORT #1

This observation is based upon:

Pre-Observation Conference 1 on _____ Classroom Observation 1 on _____ Post observation conference 1 on _____

*Evaluator's Name*_____ *Teacher's Name*_____ School Year_____

SUMMATIVE STATEMENT OF EVALUATOR

RECOMMENDATION OF EVALUATOR

Evaluator's Signature_____ *Date*_____ *Teacher's Signature*_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

PHASE I OBSERVATION REPORT #2

This evaluation is based upon:

*Pre-Observation Conference 2 on_____ Classroom Observation 2 on _____ *Post observation conference 2 on _____

• - denotes optional step

Evaluator's Name_____ Teacher's Name_____ School Year_____

SUMMATIVE STATEMENT OF EVALUATOR

RECOMMENDATION OF EVALUATOR

Evaluator's Signature_____ Date_____ Teacher's Signature_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

LAKOTA LOCAL SCHOOL DISTRICT
PHASE I EVALUATION REPORT

Teacher's Name_____ School_____ Grade Level/Subject Area_____

Evaluator's Name_____ School Year_____ Evaluation Date 1_____

Instructions: Please rate the teacher's performance on all of the nineteen criteria for which you have appropriate data. Refrain from scoring criteria for which you do not have appropriate data.

Scale: U = Unsatisfactory B = Basic P = Proficient N = Noteworthy N/O = Not Observed

Domain 1: Planning and Preparation	**Rating**
1a Knowledge of Content and Pedagogy	
1b ☆ Demonstrating Knowledge of Students	
1c ☆ Selecting Instructional Goals	
1d Demonstrating Knowledge of Resources	
1e ☆ Designing Coherent Instruction	
1f ☆ Assessing Student Learning	

Domain 2: Classroom Environment	**Rating**
2a ☆ Creating an Environment of Respect and Rapport	
2b Establishing a Culture for Learning	
2c Managing the Classroom	

☆Each component with a star indicates a critical component for a new teacher.

Domain 3: Instruction	**Rating**
3a Communicating Clearly and Accurately	
3b ☆ Using Questioning and Discussion Techniques	
3c ☆ Engaging Students in Learning	
3d Providing Feedback to Students	
3e ☆ Demonstrating Flexibility and Responsiveness	

Domain 4: Teacher Professionalism	**Rating**
4a Reflecting on Teaching	
4b Maintaining Accurate Records	
4c ☆ Communicating to Families	
4d Contributing to School and District	
4e Growing and Developing Professionally	

Evaluator's Signature_____ Date_____ Teacher's Signature_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

PHASE I SUMMATIVE EVALUATION REPORT #2

This evaluation is based upon:

Pre-Observation Conference 3 on _____ Classroom Observation 3 on _____ Post observation conference 3 on _____

*Pre-Observation Conference 4 on _____ Classroom Observation 4 on _____ *Post observation conference 4 on _____

- - denotes optional step

*Evaluator's Name*_____ *Teacher's Name*_____ School Year_____

SUMMATIVE STATEMENT OF EVALUATOR

RECOMMENDATION OF EVALUATOR

Evaluator's Signature_____ Date_____ *Teacher's Signature*_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

PHASE I OBSERVATION REPORT #3

This observation is based upon:

Pre-Observation Conference 3 on _____ Classroom Observation 3 on _____ Post observation conference 3 on _____

*Evaluator's Name*_____ *Teacher's Name*_____ *School Year*_____

SUMMATIVE STATEMENT OF EVALUATOR

RECOMMENDATION OF EVALUATOR

*Evaluator's Signature*_____ Date_____ *Teacher's Signature*_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

PHASE I OBSERVATION REPORT #4

This evaluation is based upon:

*Pre-Observation Conference 4 on_____ Classroom Observation 4 on _____ *Post observation conference 4 on _____

• - denotes optional step

Evaluator's Name_____ Teacher's Name_____ School Year_____

SUMMATIVE STATEMENT OF EVALUATOR

RECOMMENDATION OF EVALUATOR

Evaluator's Signature_____ Date_____ Teacher's Signature_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Lakota Local School District
TASK IMPROVEMENT PLAN

Evaluator's Name _____ Teacher's Name_____

Component and Performance Goals Which component (element) to improve? Administrator Driven	**Plan of Action** Specifically how will this goal be achieved? Collaboratively Driven	**Indicators of Success** How will success in achieving this goal be measured? Rubric Driven – Include Timeline

Administrator _____ Date_____ Teacher_____ Date_____

PHASE II – PERFORMANCE PLAN

Teacher's Name_____ Evaluator's Name_____

School_____ Year_____ Grade/Subject_____ Date Submitted_____

Component	**Performance Goals** *Describe your goal to improve this component.*	**Plan of Action** Specifically how will I achieve this goal? Please include timeline.	**Indicators of Success** Specifically how will I determine success in achieving this goal?

Administrator _____ Date_____ Teacher_____ Date_____

(Signature indicates that this plan has been accepted by the supervising administrator.)

PHASE II – TEACHER'S REFLECTIVE STATEMENT

Teacher's Name _____ Evaluator's Name_____

This evaluation is based upon: Planning Conference Date_____ Checkpoint Conference 1 _____ Assessment Conference_____

Checkpoint Conference 2_____

Reflective Statement of Teacher

Describe the results of your professional growth project:

What was learned from this initiative?

How did this project contribute to your professional growth and student learning?

Administrator _____ Date_____ Teacher_____ Date_____

(Signature represents completion of the annual evaluation process, not necessarily consensus.)

PHASE II – FINAL EVALUATION REPORT

Teacher's Name _____ Evaluator's Name_____

This evaluation is based upon: Planning Conference Date_____ *Checkpoint* Conference 1 _____ Assessment Conference_____

Checkpoint Conference 2_____

Evaluator Summary

Contract Recommendation for the _____ school year:_____

Administrator _____ Date_____ Teacher _____ Date_____

(Signature indicates represents completion of the annual evaluation process, not necessarily consensus.)

Lakota Local School District

PHASE III PERFORMANCE EVALUATION FORM

Awareness Level Documentation

Teacher's Name _____ Administrator _____

Date of Conference between Teacher and Administrator _____

It is intended that the teacher and administrator collaborate to design an Awareness Level Plan that will result in a positive change in job performance. Phase II plans may remain intact or be temporarily set aside until the issues described below have been resolved.

Specific issues of concern (please denote specific rubric component(s) of concern):

Performance Expectations:

Specific Improvement Strategies:

Timelines for completion (please give specific dates):

Teacher's Signature_____ Date_____

Administrator's Signature_____ Date_____

Lakota Local School District

PHASE III PERFORMANCE EVALUATION FORM

Awareness Level Documentation

Follow Up Conference

Administrative Summary of the results of the Awareness Level Plan

Administrator's Recommendation

_____ Teacher has completed the plan successfully and should return to their original Phase II growth plan.

_____ Teacher needs to continue to work on their Awareness Level Plan with the following modifications/deadlines:

_____ Teacher has not met the terms of the Awareness Level Plan as specifically indicated below and is now being placed in the Assistance Level (If moving to this level, the administrator should suggest that the teacher make contact with the LEA.)

Administrator's Signature_____ Date_____

Teacher's Signature_____ Date_____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily)

Lakota Local School District
TASK IMPROVEMENT PLAN

Evaluator's Name _____ Teacher's Name_____

Component and Performance Goals Which component (element) to improve? Administrator Driven	**Plan of Action** Specifically how will this goal be achieved? Collaboratively Driven	**Indicators of Success** How will success in achieving this goal be measured? Rubric Driven – Include Timeline

Administrator _____ Date_____ Teacher_____ Date_____

Teacher Evaluation Instrument

Component 1a	Demonstrating Knowledge of Content and Pedagogy			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays content knowledge but cannot articulate connections with other parts of the discipline.	Teacher displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines as appropriate.	Teacher displays extensive knowledge with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate common student misconceptions about the content.	Teacher displays best pedagogical practice within the discipline and anticipates common student misconceptions about the content.	Teacher continues to search for ways to improve the quality of teaching of the content.
Component 1b	Demonstrating Knowledge of Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of typical developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of Students' Varied Learning Styles	Teacher is unfamiliar with the different approaches to learning that students exhibit such as learning styles, modalities, and different "intelligences".	Teacher displays general understanding of different approaches to learning that the students exhibit.	Teacher displays solid understanding of the different approaches to learning that the students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' skills and Knowledge	Teacher displays little knowledge of student's skills and knowledge	Teacher displays knowledge of students' skills and knowledge for the class as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students.	Teacher displays knowledge of students' skills and knowledge for each student including those with special needs.
Knowledge of Students Interests and Cultural Heritage	Teacher displays little knowledge of students' Interests or cultural heritage.	Teacher displays the knowledge of students' interests or cultural heritage for groups of students.	Teacher displays knowledge of interests or cultural heritage for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' interests or cultural heritage and recognizes the potential impact of that knowledge on teaching the content.

Component 1c ☆	Selecting Instructional Goals			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Value for Curriculum	Goals are not valuable and represent low expectations for conceptual understanding by students. Expectations do not reflect important learning and do not relate to curriculum frameworks and standards.	Goals are moderately valuable in their expectations for conceptual understanding by students. Expectations reflect important learning and relate somewhat to curriculum frameworks and standards.	Goals are valuable in their level of expectations of conceptual understanding. Expectations reflect important learning and relate to curriculum frameworks and standards.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are either not clear or are stated as activities. Goals do not permit valid methods of assessment.	Goals are moderately clear or include a combination of goals and activities. Some goals do not permit valid methods of assessment.	Most of the goals are clear. Most permit valid methods of assessment.	All of the goals are clear, written in the form of student learning and permit valid methods of assessment.
Suitability for Diverse Students	Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.	All of the goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.
Balance	Goals reflect only one type of learning and one discipline.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.	Goals include opportunities for student reflection on the importance of learning.
Component 1d	**Demonstrating Knowledge of Resources**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Resources for Teaching	Teacher is unaware of resources available though the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks out other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Teacher unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of resources available through the school or district. Teacher knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.

Component 1e ☆	Designing Coherent Instruction			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression.	Most of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven.	Learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even.	Learning activities are highly relevant to students and instructional goals. They progress coherently.
Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. Teacher collaborates with colleagues or students in selecting and adapting materials.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unreasonable.	The lesson or unit has a recognizable structure although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson or unit is clear and allows for different structures, activities, and time allocations according to student needs.
Component 1f ☆	Assessing Student Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Congruence with Instructional Goals	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than others.	The proposed approach to assessment is completely congruent with the instructional goals both in content and process.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been communicated clearly to students.	Assessment criteria and standards are clear and have been clearly communicated to students. Teacher collaborates with students to develop criteria and standards as part of the lesson.
Use for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards. Students are also aware of how they collaborate in planning the next steps following assessment.

Teacher Evaluation Instrument

Component 2a ☆	Creating an Environment of Respect and Rapport			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Teacher Interaction with Students	Teacher interactions with at least some students is demeaning or inappropriate to the age or the culture of the student. Students exhibit disrespect for the teachers.	Teacher-student interactions are generally appropriate but may reflect occasional favoritism or disregard for students or cultures. Students exhibit minimal respect for teacher.	Teacher-student interactions demonstrate general caring and respect. Students exhibit respect for teacher.	Teacher demonstrates appropriate caring and respect for all students. Students exhibit respect for teacher as an individual.
Expectations	Standards of conduct have been neither established or communicated to students.	Standards of conduct have been established and most students follow them.	Standards of conduct are followed by students.	Standards of conduct are followed by students and have been developed with student participation.
Monitoring of Student Behavior	Teacher is unaware of student behavior	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is aware of student behavior during class time.	Monitoring by teacher is subtle and preventive.
Response to Student Behavior	Teacher does not respond to behavior, or the response is inconsistent or inappropriate.	Teacher attempts to respond to student behavior but with uneven results	Teacher's response to behavior is appropriate and successful and respects student.	Teacher response to behavior is highly effective and entirely appropriate.
Component 2b	Establishing a Culture for Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Importance of this Content	Teacher or students convey a negative attitude toward the content suggesting that the content is not important or its mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete the task rather than do high quality work.	Teacher encourages students to accept the responsibility to "do good work," but students invest little of their energy in the quality of the work.	Teacher insists on work of high quality, and students demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.
Expectations for Learning and Achievement	Activities, interactions, and the classroom environment convey modest expectations for student achievement.	Activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Activities, interactions and the classroom environment convey high expectations for student achievement.	Both students and teachers contribute to activities, interactions, and the classroom environment to convey high expectations for student achievement.

Teacher Evaluation Instrument

Component 2c	Managing the classroom			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Management of Indirect Instruction	Students not working directly with the teacher are not productively engaged in learning.	Tasks for students not working directly with the teacher are partially organized, resulting in some off-task behavior when teacher is involved with other students.	Tasks for students not working directly with the teacher are organized and monitored so that most students are engaged at most times.	Students not working directly with the teacher are productively engaged and assume responsibility for productivity with minimal monitoring by the teacher.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless with students assuming some responsibility for efficient operation.
Performance of Non-Instructional Duties	Considerable instructional time is lost performing non-instructional duties	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well-established and contribute to efficient operation.
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or nothing to do most of the time.	Volunteers and paraprofessionals are productively engaged.	Volunteers and paraprofessionals are productively and independently engaged.	Volunteers and paraprofessionals make a supportive contribution.
Management of Space	The classroom is unsafe, or the furniture arrangement is not suited to the lesson's activities or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture but with limited effectiveness.	The classroom is safe, and the furniture arrangement contributes to learning activities.	The classroom is safe, and teacher encourages students to adjust the furniture to advance their learning.
Management of Instructional Tools	Teacher uses instructional tools poorly, or learning is not accessible to some students.	Teacher uses instructional tools adequately, and at least essential learning accessible to all students	Teacher uses instructional tools skillfully to assure that learning is equally accessible to students.	Both teacher and students use instructional tools to assure that all learning is equally accessible to all students.

Teacher Evaluation Instrument

Component 3a	Communicating Clearly and Accurately			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Directions and Procedures	Teacher directions and procedures are incomplete or inaccurate.	Teacher directions and procedures are excessively detailed.	Teacher directions are clear and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and teacher verifies student understanding.
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague or used incorrectly.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' age or background.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.
Component 3b	Using Questioning and Discussion Techniques			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Quality of Questions	Teacher's questions are of poor quality; impertinent, irrelevant to content, confined inappropriately to lower levels of thinking skills.	Teacher's questions are of low and high quality.	Most of teacher's questions are of appropriately high quality. Adequate time is provided for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond.
Discussion Techniques	Interaction between teacher and students is predominately recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	Teacher engages students in classroom discussion, maintaining focus on content.	Classroom discussion is student interaction with appropriate teacher coordination.
Student Participation	Teacher does not attempt to engage students.	Teacher attempts to engage students who are not participating.	Teacher successfully engages students in the discussion.	Teacher engineers discussion of content among students.
Component 3C	Engaging students in Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Representation of Content	Representation of content is inappropriate and unclear or uses poor example or analogies.	Representation of content is inconsistent in quality. Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with student's knowledge and experience. Students contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged.	Some activities and assignments are appropriate to students and engage them, but others do not.	Most activities and assignments are appropriate to students. Almost all students are engaged in them.	All students are engaged in the activities and assignments in their exploration of content. Students initiate or adapt or design activities and projects to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or instructional goals.	Instructional groups are only partially appropriate to the students and moderately successful in advancing the instructional goals.	Instructional groups are productive and appropriate to the students or to the instructional goals.	Instructional groups are productive and appropriate to the instructional goals of a lesson. Students take initiative to influence instructional groups to advance their understanding.

Component 3C, Con't.	Engaging Students in Learning, Con't.			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Instructional Materials and Resources	Instructional Materials and resources are unsuitable to the instructional goals or do not engage the student.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students.	Instructional materials and resources are suitable to the instructional goals and engage students. Students initiate choice, adaptation, or design of materials. To enhance their own purposes.
Structure and Planning	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too rushed.	The execution of the lesson follows a recognizable structure not uniformly maintained throughout the lesson. Pacing of the lesson is ineffective.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The execution of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Component 3d	Providing Feedback to Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality; some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Provision is made for timely student use of the feedback in their learning.
Component 3e ☆	Demonstrating Flexibility and Responsiveness			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Flexibility	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve the lesson.	Teacher adjusts the lesson with difficulty.	Teacher adjusts the lesson.	Teacher successfully adjusts the lesson, and the adjustment occurs smoothly.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to incorporate students' questions or interests in the lesson.	Teacher successfully incorporates students' questions or interests in the lesson.	Teacher appropriately seizes opportunities to enhance learning, building on events in the lives of the students.
Persistence	When a student has difficulty learning, the teacher fails to vary instructional strategies.	For the success of any student with difficulty learning, the teacher offers a few instructional strategies.	For students with difficulty learning, the teacher varies instructional strategies.	For students with difficulty learning, the teacher varies instructional strategies and seeks additional resources from the school.

Teacher Evaluation Instrument

Component 4a	Reflecting on Teaching			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use In Future Teaching	Teacher has no suggestion for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what might be tried another time.	The teacher offers specific alternative actions, complete with speculation of success of each alternative.
Component 4b	**Maintaining Accurate Records**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is only partially effective.	Teacher's system for maintaining information on student completion of assignments is effective.	Teacher's system for maintaining information on student completion of assignments is effective. Students participate in the maintenance of personal assignment records.
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is only partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is effective. Students contribute information.
Component 4c	**Communicating to Families**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Information About the Classroom Instructional Program	Teacher provides little information about the classroom instructional program to families.	Teacher provides basic information in the school's conferences for parents but offers little additional communication.	Teacher provides comprehensive information about the classroom instructional program to parents, as appropriate.	Teacher provides comprehensive information about the classroom instructional program to parents as appropriate. Teacher updates information in response to students' and parents' questions and concerns.
Information About Individual Students	Teacher provides minimal information to parents or does not respond to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available to respond to parent concerns during the school day.	Teacher provides information to parents on both positive and negative aspects of student progress. Response to parent concerns is handled diplomatically.

Component 4d	Contributing to School and District			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterized relationships with colleagues. Teacher is perceived as a leader by faculty members.
Participation in School and District Projects	Teacher avoids becoming involved in school or district projects.	Teacher participates in a school or a district project when specifically asked.	Teacher selects participation in a school or a district project.	Teacher selects participation in a school or a district project, making a substantial contribution.
Component 4e	Growing and Developing Professionally			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in minimum professional activities required to maintain certificate or licensure.	Teacher participates in professional activities to enhance content knowledge and pedagogical skill beyond those required to maintain certificate or licensure.	Teacher provides professional development to colleagues in content or pedagogical skill.
Advocacy	Teacher denies some students a fair opportunity to succeed.	Teacher does not knowingly deny students a fair opportunity to succeed.	Teacher seeks to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision Making	Teacher makes instructional decisions based on self-serving interests.	Teacher's instructional decisions are based upon limited professional considerations.	Teacher participates in team or departmental decision making.	Teacher takes a role in team or departmental decision making that ensures such decisions are based upon professional standards.

Lakota Local Schools
Speech-Language Pathologist Evaluation Rubric

Component 1a	Demonstrating Knowledge of Content and Pedagogy			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Content	SLP makes content errors or does not correct errors students make.	SLP displays content knowledge but cannot articulate connections with other parts of the discipline.	SLP displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines as appropriate.	SLP displays extensive knowledge with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationship	SLP displays little understanding of prerequisite knowledge important for student learning of the content.	SLP indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	SLP's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	SLP actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	SLP displays little understanding of pedagogical issues.	SLP displays basic pedagogical knowledge but does not anticipate common student misconceptions about the content.	SLP displays best pedagogical practice within the discipline and anticipates common student misconceptions about the content.	SLP continues to search for ways to improve the quality of teaching of the content.
Component 1b	**Demonstrating Knowledge of Students**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Characteristics of Age Group	SLP displays minimal knowledge of developmental characteristics of age group.	SLP displays generally accurate knowledge of typical developmental characteristics of age group.	SLP displays thorough understanding of typical developmental characteristics of age group.	SLP displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of Students' Varied Learning Styles	SLP is unfamiliar with the different approaches to learning that students exhibit such as learning styles, modalities, and different "intelligences".	SLP displays general understanding of the different approaches to learning that the students exhibit.	SLP displays solid understanding of the different approaches to learning that students exhibit.	SLP uses, where appropriate, knowledge of student's varied approaches to learning in instructional planning.

Lakota Local Schools
Speech-Language Pathologist Evaluation Rubric

Component 1b, Con't	Demonstrating Knowledge of Students, Con't.			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Students' Skills and Knowledge	SLP displays little knowledge of students' skills and knowledge.	SLP displays knowledge of students' skills.	SLP displays knowledge of the students' skills and how they affect his performance in the classroom.	SLP displays knowledge of students' skills and knowledge of those with special needs.
Knowledge of Students Interests and Cultural Heritage	SLP displays little knowledge of students' interests or cultural heritage.	SLP displays the knowledge of students' interests or cultural heritage for groups of students.	SLP displays knowledge of interests or cultural heritage for groups of students and recognizes the value of this knowledge.	SLP displays knowledge of students' interests or cultural heritage and recognizes the potential impact of that knowledge on therapy instruction.
Component 1c	Selecting IEP/Intervention Goals and Objectives			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Value for Curriculum	Goals are not valuable and represent low expectations for conceptual understanding by students. Expectations do not reflect important learning and do not relate to curriculum frameworks and standards.	Goals are moderately valuable in their expectations for conceptual understanding by students. Expectations reflect important learning and relate somewhat to curriculum frameworks and standards.	Goals are valuable in their level of expectations of conceptual understanding. Expectations reflect important learning and relate to curriculum frameworks and standards.	Not only are the goals valuable, but the SLP can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are either not clear or are stated as activities. Goals do not permit valid methods of assessments.	Goals are moderately clear or include a combination of goals and activities. Some goals do not permit valid methods of assessment.	Most of the goals are clear. Most permit valid methods of assessment.	All the goals are clear, written in the form of student learning needs of individual students.
Suitability for Diverse Students	Goals are not suitable for student.	Most of the goals are suitable for the student.	All of the goals are suitable for each student.	Goals take into account the varying learning needs of individual students.
Balance	Goals reflect only one type of learning and one discipline.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect different types of learning styles and opportunities for carry over and integration.	Goals include opportunities for student to apply in a wide variety of environments.

Lakota Local Schools
Speech-Language Pathologist Evaluation Rubric

Component 1d	Demonstrating Knowledge of Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Resources for Therapy and Intervention	SLP is unaware of resources available through the school or district.	SLP displays limited awareness of resources available through the school or district.	SLP is fully aware of resources available through the school or district.	In addition to being aware of school and district resources SLP actively seeks out other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	SLP is unaware of resources available to assist students who need them.	SLP displays limited awareness of resources available through the school or district.	SLP is fully aware of resources available through the school and district. SLP knows how to gain access for students.	In addition to being aware of school resources, SLP is aware of additional resources available through the community.
Component 1e	**Designing Coherent Therapy and Instruction**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Therapy and Learning Activities	Activities are not suitable to students or goals. They do not follow an organized progression.	Most of the learning activities are suitable to students or goals. Progression of activities is uneven.	Learning activities are suitable to students and goals. Progression of activities is fairly even.	Learning activities are highly relevant to student and goals. They progress coherently.
Instructional Materials and Resources	Materials and resources do not support the goals or engage students in meaningful learning.	Some of the materials and resources support the goals, and some engage students in meaningful learning.	All materials and resources support the goals and most engage students in meaningful learning.	All materials and resources support the goals.
Lesson and Therapy Structure	The lesson/activity has no clearly defined structure, or the structure is chaotic. Time allocations are unreasonable.	The lesson/activity has a recognizable structure although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or activity has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson or activity is clear and allows for different structures, activities and time allocations according to student needs.

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Component 1f	Assessing Student Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Congruence With Therapy/Intervention Goals	Content and methods of assessment lack congruence with goals.	Some of the goals are assessed through the proposed approach, but many are not.	All the goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than others.	The proposed approach to assessment is completely congruent with goals both in content and process.
Criteria and Goals	The proposed approach contains no clear criteria or goal.	Assessment criteria and goals have been developed but they are not clear or have not been clearly communicated to the student.	Assessment criteria and goals are clear and have been communicated clearly to students.	Assessment criteria and goals are clear and have been clearly communicated to students. SLP collaborates with students and his/her teacher to develop criteria as part of the lesson.
Use for Planning	The assessment results affect planning for these students only minimally.	SLP uses assessment results to plan for the student or group as a whole.	SLP uses assessment results to plan for individuals or groups of students.	Students are aware of how they are meeting the established goals. Students are also aware of how they collaborate in planning the next steps following assessment.
Component 2a	Creating an Environment of Respect and Rapport			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
SLP Interaction with Students	SLP interactions with at least some students is demeaning or inappropriate to the age or the culture of the student. Students exhibit disrespect for the SLP.	SLP student interactions are generally appropriate but may reflect occasional favoritism or disregard for students or cultures. Students exhibit minimal respect for the SLP.	SLP student interactions demonstrate general caring and respect. Students exhibit respect for the SLP.	SLP demonstrates appropriate caring and respect for the students. Students exhibit respect for the SLP as an individual.
Expectations	Standards of conduct have been neither established nor communicated to students.	Standards of conduct have been established and most students follow them.	Standards of conduct are followed by students.	Standards of conduct are followed by students and have been developed with student participation.
Monitoring of Student Behavior	SLP is unaware of student behavior.	SLP is generally aware of student behavior but may miss the activities of some students.	SLP is aware of student behavior during class and/or therapy time.	Monitoring by SLP is subtle and preventive.
Response to Student Behavior	SLP does not respond to student behavior, or the response is inconsistent or inappropriate.	SLP attempts to respond to student behavior but with uneven results.	SLP's response to behavior is appropriate and successful and respects the student.	SLP response to behavior is highly effective and entirely appropriate.

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Component 2b	Establishing a Culture for Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Importance of the Content	SLP or students convey a negative attitude toward the content suggesting that the content is not important or is mandated by others.	SLP communicates importance of work but with little connection and only minimal apparent buy-in by the students.	SLP conveys enthusiasm for the content, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity and attention to detail that they value the content.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete the task rather than do high quality work.	SLP encourages students to accept the responsibility to "do good work" but students invest little of their energy in the quality of the work.	SLP insists on work of high quality, and students demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example by monitoring and repairing their own dysfluencies or phonological errors on their own initiative.
Expectations for Learning and Achievement	Activities, interactions and the therapy environment convey modest expectations for student achievement.	Activities, interactions, and the therapy environment convey inconsistent expectations for student achievement.	Activities, interactions and the therapy environment convey high expectations for the student achievement.	Both students and the SLP contribute to activities, interactions and the therapy environment to convey high expectations for student achievement.
Component 2c	Managing the Therapy Environment			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Management of Indirect Instruction	Students not directly working with the SLP are not productively engaged in learning.	Tasks for students not working directly with the SLP are partially organized, resulting in some off-task behavior when the SLP is involved with other students.	Tasks for students not working directly with the SLP are organized and monitored so that most students are engaged at most times.	Student not working directly with the SLP are productively engaged and assume responsibility for productivity with minimal monitoring by the SLP.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions contribute to the achievement of IEP goals and students assume some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies contribute to the achievement of IEP goals and student assume some responsibility for efficient operation.

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Component 2c, Con't.	Managing the Therapy Environment			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Performance of Non-Instructional Duties	Considerable time is lost performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in _____.	Systems for performing non-instructional duties are well established and contribute to efficient operation.
Supervision of Volunteers and Paraprofessionals (if applicable)	Volunteers and paraprofessionals have no clearly defined duties or nothing to do most of the time.	Volunteers and paraprofessionals are productively engaged.	Volunteers and paraprofessionals are productively and independently engaged.	Volunteers and paraprofessionals make a supportive contribution.
Management of Instructional Tools	SLP uses instructional tools, such as hearing aids, FM systems and assistive devices, poorly or learning is not accessible to some students.	SLP uses instructional tools, such as hearing aids, FM Systems and assistive devices, adequately, and at least essential learning is accessible to all students.	SLP uses instructional tools such as hearing aides, FM systems and assistive devices skillfully to assure that learning is equally accessible to students.	Both SLP and students use instructional tools such as hearing aides, FM Systems and assistive devices to assure that all learning is equal.
Component 3a	**Communicating Clearly and Accurately**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Directions and Procedures	SLP directions and procedures are incomplete or inaccurate.	SLP directions and procedures are excessively detailed.	SLP directions are clear and contain an appropriate level of detail.	SLP directions and procedures are clear to students and SLP verifies student understanding.
Oral and Written Language	SLP's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague or used incorrectly.	SLP's spoken language is audible, and written language is legible.	SLP's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interest.	SLP's questions are of uniformly high quality. With adequate time for students to respond.

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Component 3b.	Using Questioning and Discussion Techniques			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Quality of Questions	SLP's questions are of poor quality; impertinent, irrelevant to content, confined inappropriately to lower levels of thinking skills.	SLP questions are of low and high quality.	Most of SLP's questions are of appropriately high quality. Adequate time is provided for students to respond.	SLP's questions are of uniformly high quality, with adequate time for students to respond.
Discussion Techniques	Interaction between SLP and students is predominately recitation style, with mediating all questions and answers.	SLP makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	SLP engages students in classroom discussion, maintaining focus on content and/or therapy room.	Classroom and/or therapy room discussion is student directed with appropriate SLP coordination.
Student Participation	SLP does not attempt to engage students.	SLP attempts to engage students who are not participating.	SLP successfully engages students in the discussion.	SLP engineers discussion of content among students.
Component 3c	Engaging Students in Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples or analogies.	Representation of content is inconsistent in quality. Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with student's knowledge and experience. Students contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age and backgrounds	Some activities and assignments are appropriate to students and engage them, others do not.	Most activities and assignments are appropriate to students. Almost all students are engaged in them.	All students are engaged in the activities in their exploration of content.
Grouping of Students	Instructional groups are inappropriate to the students or IEP goals.	Instructional groups are only partially appropriate to the students and moderately successful in advancing the IEP goals.	Instructional goals are productive and appropriate to the students and/or to the IEP goals.	Instructional groups are productive and appropriate to the IEP goals.
Instructional Materials and Resources	Instructional materials and resources are unsuitable to the goals or do not engage the student.	Instructional materials and resources are partially suitable to the IEP goals or students' level of engagement.	Instructional materials and resources are suitable to the IEP goals and engage the students.	Instructional materials and resources are suitable to the IEP goals and engage students. Students initiate choice, adaptation, or design of materials to enhance their own purposes.
Structure and Planning	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too fast.	The execution of the lesson follows a recognizable structure not uniformly maintained throughout the lesson. Pacing of the lesson is ineffective.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The execution of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.

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Component 3d	Providing Feedback to Students			
Element	*Unsatisfactory*	Basic	Proficient	Noteworthy
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: some elements of high quality are present; others are not..	Feedback is consistently high *quality.*	*Feedback is consistently* high quality. Provision is made for students to use feedback in their learning.
Timeliness	*Feedback is not provided in a* timely manner.	Timeliness is inconsistent in quality; some elements of high *quality are present; others are not.*	Feedback is consistently provided in a timely manner.	*Feedback is consistently* provided in a timely manner. Provision is made for timely student use of the feedback in *their learning.*
Flexibility	SLP adheres rigidly to an instructional plan, even when a change will clearly improve the lesson.	SLP adjusts the lesson with difficulty.	*SLP adjusts the lesson.*	SLP successfully adjusts the lesson, and the adjustment occurs.
Response to Students	SLP ignores or brushes aside students' questions or interests.	SLP attempts to incorporate students' questions or interests *in the lesson.*	*SLP successfully incorporates students'* questions or interests in the lesson.	SLP appropriately seizes opportunities to enhance learning, building on events in *the lives of the* students.
Persistence	When a student has difficulty learning the SLP fails to vary *instructional* strategies.	For success of any *student with difficulty learning, the SLP offers a* few instructional strategies.	For students with difficulty learning, the SLP varies instructional strategies.	For students with difficulty learning, the SLP varies instructional strategies *and seeks* additional resources from the school.

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Component 4a	Reflecting on Therapy			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	SLP does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of the lesson.	SLP has a generally accurate impression of a lesson's effectiveness and the extent to which IEP goals were met.	SLP makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	SLP makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Therapy	SLP has no suggestions for how a lesson may be improved another time.	SLP makes general suggestions about how a lesson may be improved.	SLP makes a few specific suggestions of what might be tried another time.	SLP offers specific alternative actions, complete with speculation of success of each alternative.
Component 4b	**Maintaining Accurate Records**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Student Completion of Assignments	SLP system for maintaining information on student completion of assignments is in disarray.	SLP system for maintaining information on student completion of assignments is only partially effective.	SLP system for maintaining information on student completion of assignments is effective.	SLP system for maintaining information on student completion of assignments is effective. Students participate in the maintenanc4e of personal assignment records.
Student Progress in Learning	SLP has no system for maintaining information on student progress in learning, or the system is in disarray.	SLP system for maintaining information on student progress in learning is only partially effective.	SLP system for maintaining information on student progress in learning is effective.	SLP system for maintaining information on student progress in learning is effective. Students contribute information.
Component 4c	**Communicating to Families**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Information About the Classroom Instructional Program	SLP provides little information about the therapy program to families.	SLP provides basic information in the school's conferences for parents but offers little additional communication.	SLP provides comprehensive information about the therapy program to parents as appropriate.	SLP provides comprehensive information about the therapy program to parents as appropriate. SLP updates information in response to students' and parents' questions and concerns.
Information About Individual Students	SLP provides minimal information to parents or does not respond to parent concerns about students.	SLP adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	SLP communicates with parents about students' progress on a regular basis and is available to respond to parent concerns during the school day.	SLP provides information to parents on both positive and negative aspects of student progress. Response to parent concerns is handled diplomatically.

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Component 4d	Contributing to School and District			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Relationships with Colleagues	SLP relationships with colleagues are negative or self-serving.	SLP maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. SLP is perceived as a leader by faculty members.
Participation in School and District Projects	SLP avoids becoming involved in school or district projects.	SLP participates in a school or a district project when specifically asked.	SLP selects participation in a school or district project.	SLP selects participation in a school or a district project, making a substantial contribution.
Component 4e	Growing and Developing Professionally			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Pedagogical Skill	SLP engages in no professional development activities to enhance knowledge or skill.	SLP participates in minimum professional activities required to maintain certificate or licensure.	SLP participates in professional activities to enhance content knowledge and pedagogical skill beyond those required to maintain certificate or licensure.	SLP provides professional development to colleagues in content or pedagogical skills.
Advocacy	SLP denies some students a fair opportunity to succeed.	SLP does not knowingly deny students a fair opportunity to succeed.	SLP seeks to ensure that all students receive a fair opportunity to succeed.	SLP makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision Making	SLP makes instructional decisions based on self-serving interests.	SLP instructional decisions are based upon limited professional considerations.	SLP participates in team or departmental decision making.	SLP takes a role in team or SLP departmental decision making that ensures such decisions are based upon professional standards.

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Nurse Evaluation Rubric

Component 1a	Demonstrating Knowledge of Teaching Health and Wellness			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Health and Wellness	Nurse makes content errors or does not correct student misconceptions related to health and wellness.	Nurse displays some knowledge of health/wellness, but cannot articulate the connection with student health needs.	Nurse displays knowledge of health/wellness and makes connections between content and student health needs.	Nurse displays extensive knowledge of health/wellness and evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Nurse displays little understanding of prerequisite knowledge important for student learning.	Nurse indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Nurse's plans and practices reflect understanding of prerequisite relationships among topics and concepts related to health/wellness.	Nurse activity builds on knowledge of prerequisite relationships when describing instruction or seeking causes of student misunderstanding.
Knowledge of Health Related Teaching	Nurse displays little understanding of the teaching process involved in student learning.	Nurse displays basic knowledge of the teaching process but does not anticipate common student misconceptions about health/wellness.	Nurse displays best teaching practice within the discipline and anticipates common student misconceptions about health/wellness.	Nurse continues to search for ways to improve the quality of teaching health/wellness.
Component 1b	Demonstrating Knowledge of Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Developmental Characteristics of Age Group	Nurse displays minimal knowledge of developmental characteristics of age group.	Nurse displays generally accurate knowledge of typical developmental characteristics of age group.	Nurse displays thorough understanding of typical developmental characteristics of age group.	Nurse displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of health Characteristics of Age Group	Nurse displays minimal knowledge of typical health/wellness issues of age group.	Nurse displays generally accurate knowledge of typical health/wellness issues of age group.	Nurse displays thorough understanding of typical health/wellness issues of age group.	Nurse displays thorough understanding of typical health/wellness issues of age group, as well as exceptions to general patterns, and uses this knowledge for health promotion activities.
Knowledge of Student's Varied Learning Styles	Nurse is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities and different "intelligences".	Nurse displays general understanding of the different approaches to learning that the students exhibit.	Nurse displays solid understanding of the different approaches to learning that students exhibit.	Nurse uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.

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Component 1b, Con't.	Demonstrating Knowledge of Students, Con't.			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Students' Skills and Knowledge	Nurse displays little knowledge of students' skills and knowledge.	Nurse displays knowledge of students' skills and knowledge.	Nurse displays knowledge of students' skills and knowledge for groups of students.	Nurse displays knowledge of students' skills and knowledge for each student including those with special needs.
Knowledge of Students Interest and Cultural Heritage	Nurse displays little knowledge of students' interests or cultural heritage.	Nurse displays the knowledge of students' interests or cultural heritage for individual or groups of students.	Nurse displays knowledge of interests or cultural heritage for individual/groups of students and recognizes the value of this knowledge.	Nurse displays knowledge of students' interests or cultural heritage and recognizes their potential impact on student health behaviors.
Component 1c	Demonstrating Knowledge of Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Resources for Nursing	Nurse is unaware of resources available through the school or district.	Nurse displays limited awareness of resources available through the school or district.	Nurse is fully aware of resources available through the school or district and uses them appropriately.	In addition to being aware of and using school and district resources, nurse actively seeks out other materials to enhance knowledge such as professional organizations, community resources, or the internet.
Resources for Student Learning	Nurse is unaware of resources available to assist students who need them.	Nurse displays limited awareness of resources available through the school or district.	Nurse is fully aware of resources available through the school or district and can assist students in accessing these resources.	In addition to being aware of school and district resources, nurse is aware of additional resources available in the community from health related organizations and the internet.
Resources for Teachers	Nurse is unaware of health resources available to enhance classroom instruction.	Nurse displays limited awareness of health resources to enhance classroom instruction.	Nurse is fully aware of health resources available to enhance classroom instruction and shares this information with teachers.	Nurse researches additional resources and their value to classroom instruction and seeks opportunities to share this information with teachers.
Resources for Health Assessment	Nurse uses limited resources when assessing student health status.	Nurse uses some resources when assessing student health status.	Nurse reviews health and academic records, consults with counselor, teachers, and parents when assessing student health status.	Nurse reviews health and academic records, consults with parents, appropriate district staff and/or outside agencies, when assessing student health status and initiates parent meetings when indicated.

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Component 2a	Creating an Environment of Respect and Rapport			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Interaction With Students	Nurse interaction with at least some students is demeaning or inappropriate to the age or the culture of the student. Students consistently exhibit disrespect for nurse.	Nurse-student interactions are generally appropriate but may reflect occasional disregard for students or cultures. Students exhibit minimal respect for nurse.	Nurse-student interactions demonstrate general caring and respect. Maintains attitude of fairness and consistency. Students exhibit respect for nurse.	Nurse demonstrates appropriate caring and respect for all students. Nurse uses supportive and positive statements. Students exhibit respect for nurse as professional and as an individual.
Response to Student Behavior	Nurse does not respond to student behavior, or the response is inconsistent or inappropriate.	Nurse attempts to respond to student behavior, but with uneven results.	Nurse response to behavior is appropriate and successful, and respects the student.	Nurse response to behavior is highly effective and entirely appropriate.
Component 2b	**Establishing a Safe Environment**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Maintenance of Clean/Organized Clinic	Clinic is dirty, cluttered and disorganized. Furniture arrangements do not accommodate student activity and special equipment.	Clinic is clean and furniture is adjusted for student needs but with little effectiveness.	Clinic is clean, the furniture arrangement contributes to health promotion and the flow of student visits that are ill/injured/disabled.	Clinic is clean and nurse adjusts furniture to accommodate increased clinic traffic and disabled student needs and encourages students to adjust furniture to support health care needs.
Safety Issues	Safety issues are not addressed, not aware of crisis plan.	Sometimes shares observations of safety concerns, is aware of crisis plan.	Consistently reports and provides information as needed when observes safety concerns, is a member of crisis team.	Identifies potential safety concerns and seeks ways to address them. Actively participates in development of crisis plan and dissemination of information.
Environment	Fails to establish and/or maintain a healthy school environment.	Sometimes provides information to student, staff, parents about health management to prevent illness or communicable disease.	Consistently provides necessary information when asked about health management to prevent illness or communicable disease.	Seeks out opportunities to provide information on prevention of communicable disease.

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Component 2c	Managing the Clinic			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Daily Clinic Activities	Cannot prioritize student needs and clinic environment is chaotic.	Sometimes prioritizes student needs and clinic environment is occasionally chaotic.	Consistently prioritizes student needs while maintaining a controlled environment.	Consistently prioritizes student needs and plans for appropriate follow-up while maintaining a controlled environment.
Management of Materials and Supplies	Materials, budget and supplies are managed inefficiently, resulting in loss of clinic time.	Routines for managing materials, budget and supplies function moderately well.	Routines for managing materials, budget, and supplies occur smoothly with little loss of clinic work time.	Routines for managing materials, budget, and supplies are seamless resulting in efficient operation of clinic.
Supervision of Clinic Aides and Paraprofessionals (PP)	School Nurse does not provide guidelines that clearly define responsibilities and does not communicate to verify understanding and monitor activities.	School Nurse sometimes provides guidelines that clearly define responsibilities and occasionally communicates to verify understanding and monitor activities.	School Nurse usually provides guidelines that clearly define responsibilities and frequently communicates to verify understanding and monitor activities.	School Nurse always provides guidelines that clearly define responsibilities and consistently communicates to verify understanding and monitor activities. Seeks opportunities for clinic aide or PP to improve performance.
Component 3a	Providing Instruction to Students and Staff			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Impromptu Teaching Opportunities	Nurse does not take the opportunity to provide impromptu health teaching in the clinic.	Nurse occasionally takes the opportunity to provide impromptu health teaching in the clinic.	Nurse usually takes the opportunity to provide impromptu health teaching in the clinic.	Nurse takes the opportunity to provide impromptu health teaching in the clinic and follows up with students to assess the impact of that teaching on student behavior/knowledge.
In-service Programs	Nurse does not provide in-service programs for school personnel.	Nurse provides in-service programs for school personnel for blood borne pathogens.	Nurse provides in-service programs for school personnel at their request on a variety of relevant subjects.	Nurse seeks out opportunities to provide relevant in-service programs and offers them to school personnel on a regular basis.
Delegation	Nurse does not provide required training to personnel\before delegating health care procedures.	Nurse usually provides and documents required training to personnel before delegating health care procedures.	Nurse always provides and documents required training to personnel before delegating health care procedures.	Nurse provides and documents required training and offers additional training to interested personnel.

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Component 3b	Providing Support to Students and Staff			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Providing Student Support	Does not share health assessment information appropriately to meet student needs.	Usually shares health assessment information appropriately to meet student needs.	Consistently shares health assessment information appropriately to meet student needs.	Uses health assessment information to set goals to maximize student success.
Collaboration	Does not take advantage of opportunities to participate in the collaborative process.	Usually takes advantage of opportunities to participate in the collaborative process.	Consistently takes advantage of opportunities to participate in the collaborative process.	Initiates opportunities for participation in the collaborative process.
Health Curriculum	Nurse has no knowledge of health curriculum.	Nurse has general knowledge of health curriculum for grade level of students served in the building.	Nurse has general knowledge of the health curriculum and shares appropriate resources when asked.	Nurse has a comprehensive understanding of health curriculum and seeks opportunities to share appropriate resources.
Health Counseling for Staff	Nurse is not willing to talk to staff regarding their individual health concerns.	Nurse is willing to talk to staff regarding their individual health concerns and sometimes follows up by sharing appropriate information.	Nurse is consistently willing to talk to staff regarding their individual health concerns and usually follows up by sharing appropriate information.	Nurse provides health, counseling for staff, researches their health concerns and follows up by sharing reliable, relevant information with them.
Wellness Program	Nurse has no knowledge of wellness program and does not take part in any wellness activities.	Nurse participates in some wellness activities and has a general knowledge of the wellness program.	Nurse participates in some wellness activities and may act as or assist wellness representative for the building	Nurse plays an active role in the wellness program at the district level.
Component 4a	Reflecting on Instruction/Support Services			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Nurse does not know if health instruction/support services were effective or achieved stated goals or profoundly misjudges the success of instruction/support services.	Nurse has a generally accurate impression of the effectiveness of health instruction/support services and the extent to which goals were met.	Nurse makes an accurate assessment of the effectiveness of health instructional/support services and the extent to which goals were achieved and can cite general references to support the judgment.	Nurse makes a thoughtful and accurate assessment of the effectiveness of health instruction/support services and the extent to which goals were achieved, citing specific examples and weighing the relative strength of each.
Use in Future Instruction and Support Services	Nurse has no suggestions for how health instruction/support services may be improved.	Nurse makes general suggestions about how health instruction/support services may be improved.	Nurse makes a few specific suggestions of what might be tried another time.	Nurse offers specific alternative actions, complete with speculation of success of each alternative.

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Component 4b	Maintaining Accurate Records			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Health Records	Nurse's system for maintaining student health records is in disarray or not complete or does not protect confidentiality.	Nurse's system for maintaining student health records is partially effective and is usually complete. Nurse makes efforts to protect confidentiality.	Nurse's system for maintaining student health records is effective, complete and protects confidentiality.	Nurse explores current methods of record keeping and expands upon them as needed while protecting confidentiality.
Nursing Services Statistics	Nurse does not use established systems to compile yearly nursing services statistics.	Nurse usually uses established systems to compile yearly nursing services statistics.	Nurse consistently uses established systems to compile yearly nursing services statistics.	Nurse seeks opportunities to share statistical information with other personnel, may identify areas of concern and plan remediation to address these problems.
Component 4c	Communicating to Families			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Information About Health and Safety	Nurse provides little information about health and safety to families.	Nurse provides basic information about health and safety to families.	Nurse provides comprehensive information about health and safety to parents.	Nurse updates health and safety information in response to student's and parents questions and concerns.
Information About Individual Students	Nurse provides inadequate information to parents or does not respond to parent concerns.	Nurse responds to parent concerns with minimal information.	Nurse responds diplomatically to parent concerns and provides adequate information.	Nurse identifies health issues and initiates parent contact to communicate both positive and negative aspects of student's health.
Component 4d	Contributing to School and District			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Relationship with Colleagues	Nurse's relationships with colleagues are negative or self-serving.	Nurse maintains cordial relationships with colleagues to fulfill the duties that the school or the district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Faculty members perceive the nurse as a leader.
Participation in School and district Projects	Nurse avoids becoming involved in school or district projects.	Nurse participates in a school or district project when specifically asked.	Nurse selects participation in a school or district project.	Nurse selects participation in a school or district project, making a substantial contribution.
Component 4e	Growing and Developing Professionally			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Skills	Nurse engages in no professional development activities to enhance knowledge or skills	Nurse participates in minimal professional development activities required to maintain licensure.	Nurse participates in professional development activities to enhance content knowledge and skills beyond those required to maintain licensure.	Nurse provides professional development to colleagues in content or skills.
Advocacy	Nurse denies some students a fair opportunity to succeed.	Nurse does not knowingly deny students a fair opportunity to succeed.	Nurse seeks to ensure that all students receive a fair opportunity to succeed.	Nurse makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision Making	Nurse makes decisions based on self-serving interests.	Nurse's decisions are based on limited professional considerations.	Nurse participates in team or departmental decision-making.	Nurse takes a role in team or departmental decision making that ensures such decisions are based upon professional standards.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 1a	Professional Growth			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Knowledge and Skill	Engages in no professional development activities to enhance knowledge or skill.	Participates in minimum professional activities required to maintain certificate or licensure.	Participates in professional activities to enhance knowledge and skill beyond those required to maintain certificate or licensure.	Integrates new ideas in professional role and function and/or provides professional development to colleagues.
Component 1b	Program Planning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Implementation of Required Policies and Procedures	Does not follow required procedures.	Follow policies and procedures as required.	Participates in planning and implementation of new programs and policies.	Takes a leadership role in developing procedures and helping others understand/follow them.
Component 1c	In-Service Activities			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Participates in In-Service Activities	Makes no attempt to define needs to assist with in-service activities.	Helps others define needs and/or assists with in-service activities.	Demonstrates ability to define need for in-service programs. Designs, implements, and evaluates in-service programs	Responds to requests and tailors programs to the unique needs of the audience using a variety of presentation strategies and materials. Uses evaluation as a basis for revision.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 2a	Selection and Use of Tests and Other Assessment Methods			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Tools, Methods	Limited knowledge of available tools and/or limited training in assessment.	May need more practice with particular techniques or instructions. Assessment may be characterized by incomplete or improper analysis/interpretation.	Employs valid, reliable assessment methods, and follows published guidelines for use, analysis, and interpretation.	Show proficiency with a wide variety of tools/methods. Accesses, reviews and evaluates new tools/methods.
Suitability	Selects tests or utilizes techniques that are viewed as inappropriate for the referral concern or that do not take student differences into account (i.e., culture, race, language, disability).	Assessment strategies or techniques are adequate, but may not be current, or may have questionable value for assessing referral concerns.	Assessment strategies and techniques are appropriate for referral concerns, and are properly selected with regard to student differences (i.e., culture, race, language, disability).	Assists/trains others in selecting appropriate sassessment methods that take into account individual student differences.
Component 2b	Reporting/Communicating Information			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Reporting	Written and oral interpretation characterized by persistent difficulties.	One or more of the following: vague summary of results; weak integration; overuse of technical jargon; negative tone; lack of child advocacy; inaccurate statements; age or grade score references; impractical recommendations or difficult to implement strategies.	Summarizes and interprets evaluation results and recommendations in written and oral form in an accurate and understandable manner.	Recommendations presented in a format that facilitates independent implementation by teachers and parents.
Link to Educational Needs	Results are not tied to instructional needs.	Results are loosely tied to educational needs.	Results are tied to needs.	Not only do the results identify educational needs, but they also give implications for instruction.
Use of Technology	Misuse of illegal use of technology.	Limited understanding or use of technology; needs to extend application of technology to job functions.	Understands and uses technology to support professional functions (word processing, spreadsheets, databases, email, internet, etc.).	Develops new tools or methods that take advantage of available technologies.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 2c	Procedural Requirements			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Timelines	Habitually misses deadlines or falls behind in meeting required timelines.	Struggles to make deadlines or tends to fall behind periodically.	Follows all timelines for assessment and reporting as defined in policies and procedures.	Facilitates team process to help others meet required deadlines.
Adherence to Laws/Policies	Violates rules, regulations, and guidelines intentionally. Lacks a basic awareness of policy. Frequent and persistent infractions.	Misinterprets or fails to clarify ambiguous situations with supervisor. Minor and infrequent violations of policy.	Is knowledgeable of applicable regulations and guidelines, and consults with supervisor prior to taking action in ambiguous and sensitive situations.	Assumes leadership role in helping others understand and interpret laws, policies, and procedures.
Component 3a	**Team Participation**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Team Participation	Does not participate or contribute. Poor listening skills.	Minimal participation. Unsubstantive contributions. Developing listening skills.	Contributes appropriately. Listens effectively. Facilitates decision making.	Helps team members to remain constructively on task. Promotes and encourages participation from others. Checks to make sure listeners understand. Helps bring about resolution to disagreements.
Component 3b	**Intervention and Consultation**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Problem solving	No clear process used.	Needs more experience facilitating the process to achieve more consistent application of the components of problem solving.	Understands and uses a clear process to guide problem solving from problem identification through progress monitoring.	Assists other individual or teams in developing effective problem solving skills.
Consultation and Intervention Development	Provides infrequent or no consultation or intervention. Strategies are not practical. No follow-up.	Developing a knowledge base for intervention design and application. Needs more experience to properly identify needs or to develop practical solutions.	Consults with others to identify academic, behavioral and/or social emotional needs of students; and to develop effective interventions that address such needs.	Provides consultation beyond individual teacher/student issues to identify and address needs of groups, teams or systems. Accesses current research for application in intervention development.
Intervention Implementation	Plays no part in implementation of interventions.	Participation in intervention implementation is minimal or cursory.	Has a meaningful role in implementation of intervention plans.	Acts as a resource to teachers and parents for implementation of interventions. Provides counseling services within the scope of training and experience. Gathers meaningful data for progress monitoring.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 4a	Professional Behavior			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Attendance and Punctuality	Persistently late for meetings and appointments, or an excessive pattern of absences. Requires monitoring and prompting.	Often arrives late for meetings or appointments. Frequent absences. Full utilization of other types of leave without consideration for time away from assignment.	Is usually punctual for meetings and appointments. Attendance is regular, and demonstrates reasonable use of personal and professional leave.	Is very punctual. Absences are kept at a minimum, and are communicated well in advance.
Clerical	Files missing or incomplete. Does not use proper/required forms.	Files are disorganized or not up-to-date. Paperwork shows lack of attention to neatness and detail.	Performs necessary clerical responsibilities with reasonable accuracy and neatness.	Maintains complete up-to-date files and organized records pertinent to assessment, consultation, intervention and counseling.
Dress and Appearance	Major or persistent violations noted or failure to respond to feedback regarding dress/appearance.	Minor or infrequent violations reported.	Dresses in accordance with school standards or situational demands.	Projects a professional image through appearance and dress.
Responsiveness Accessibility	Does not return phone calls or reply to requests. Is often unable to be located or reached during the work day.	Is not prompt about returning calls or replying to requests. Is sometimes difficult to locate or reach during the work day.	Follows up within a reasonable time frame on communications as requested (phone, email, etc.). Is accessible to parents and staff.	Responds promptly to communications. Practices habits that foster greater accessibility for teachers, parents, administrators.
Component 4b	**Ethical Behavior**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Ethical Practices	Has no knowledge of standards. Engages in unprofessional or unethical behavior.	Inaccurately interprets standards or engages in borderline behaviors without seeking clarification from peers or supervisor.	Adheres to ethical and professional practice standards and guidelines as defined by professional organizations such as NASP, OSPA, and APA.	Advises and assists others in understanding standards and interpreting guidelines.'
Confidentiality	Discloses confidential information without permission or to others without a legitimate professional interest, or in a manner inconsistent with maintenance of confidentiality.	Questionable actions without clearly violating student, teacher, or family's confidentiality.	Follows accepted professional standards for confidentiality.	Advises, informs, educates others on rules surrounding confidentiality.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 4c	Interpersonal Skills			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Constructive Criticism	Withdraws from or ignores criticism. Fails to respond to performance improvement plans.	May become defensive or have difficulty with objectivity. Follow through on improvement plans may be inconsistent or incomplete.	Accepts change and constructive criticism in a professional manner.	Objectively considers advice and criticism before planning activities. Takes immediate action to implement plans for improvement.
Communication Skills	Lacks skills necessary to clearly convey messages or to engage in collaboration. Communication style may be argumentative or marked by sarcasm, cynicism, or personal attacks.	Needs to recognize the influence of personal issues in problem solving and maintain professional distance. Needs to emphasize positive aspects of a case rather than focus on deficits or negative elements.	Communicates in a manner that promotes collaboration and positive relationships with administration, faculty, parents and others.	Is regarded as an effective communicator. Is able to mediate conflicts.

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 1a	Demonstrating Knowledge of Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Assists Students in Proper Placement	Counselor does not assist students given consideration to their abilities, needs, and	Counselor marginally assists students given considerations to their abilities, needs, and interests.	Counselor assists students given consideration to their abilities, needs, and interests	Consistently assists students given consideration to their abilities, needs, interests, and opinions (as appropriate).
Assesses Student Needs	Counselor does not identify needs of students (educational, health, vocational, career, emotional needs)	Counselor demonstrates little understanding in identifying needs of students (educational, health, vocational, career emotional needs).	Counselor demonstrates appropriate understanding in identifying needs of students (educational, health, vocational, career, emotional needs).	Counselor takes leadership role in identifying needs of students (educational, health, vocational, career, emotional needs). If appropriate, students are involved in this process.
Accommodates Students Needs	Counselor gathers no information to accommodate student needs.	Counselor gathers little information to accommodate student needs.	Counselor gathers meaningful information to accommodate student needs	Counselor proactively seeks information to accommodate student needs by including the student (as appropriate)
Component 1b	**Selecting Counseling Goals**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Select goals based on Student Need	Counselor does not base goals on student need	Counselor occasionally bases goals on student need.	Counselor bases goals on student need.	Counselor always bases goals on student need and student input (as appropriate)
Designs Guidance Services	Counselor does not work within existing framework of guidance services.	Counselor works within existing framework of guidance services	Counselor assists in program development and evaluation of guidance services.	Counselor continues to improve and expand guidance services by developing new programs based on student need.
Implements Guidance Services	Counselor poorly implements guidance services.	Counselor marginally implements appropriate guidance services.	Counselor implements appropriate guidance services.	Counselor extensively implements appropriate guidance services based on student need.
Component 1c	**Demonstrating Knowledge of Resources and Guidance Services**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Works Collaboratively with Staff to Meet Student Needs	Counselor does not communicate with staff members to meet student needs.	Counselor occasionally communicates with staff members to meet student needs.	Counselor communicates with staff members to meet student needs.	Counselor actively communicates with staff members to meet student needs.
Works Collaboratively with Community Resources	Counselor does not utilize community resources.	Counselor uses limited community resources.	Counselor effectively uses community resources.	Counselor consistently uses community resources as appropriate for individual student needs.

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 2a	Creating an Environment of Respect and Rapport			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Available for Students	Counselor is not available for students.	Counselor is available for students.	Counselor establishes an open and welcoming environment for students.	Counselor proactively establishes an open and welcoming environment for students in which they communicate their needs (as appropriate).
Available for Staff	Counselor is not available for staff.	Counselor is available for staff.	Counselor establishes an open and trusting environment for staff.	Counselors proactively established an open and trusting environment for staff in which they communicate their needs (as appropriate).
Available for Community Members and/or Parents	Counselor is not available for community members and/or parents.	Counselor is available for community members and/or parents.	Counselor establishes an open and welcoming environment for community members and/or parents.	Counselor share community resources with community members and/or parents in which they communicate their needs (as appropriate).
Component 2b	Establishing a Culture for Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Establishes and Maintains a Positive Learning Environment	Counselor does not establish or maintain an environment in which students learn.	Counselor establishes and maintains an environment in which most students can learn.	Counselor adjusts environment to foster all student learning.	Counselor works with students to determine needs (as appropriate). Counselor adjusts environment to foster student learning.
Collaborates with Staff to Establish Learning Environment	Counselor does not work with staff members to establish or maintain an environment in which students learn.	Counselor works with staff members to establish and maintain an environment in which most students can learn.	Counselor works with staff members to adjust environment to foster all student learning.	Counselor actively seeks out staff members to work with them in order to adjust environment to foster student learning.
Serves as a Positive role Model for School Community	Counselor is unaware and does not model appropriate interpersonal relationships within school community.	Counselor attempts to model appropriate interpersonal relationships within school community.	Counselor models appropriate interpersonal relationships within school community.	Counselor models appropriate interpersonal relationships within school community. Counselor works in partnership with students to develop their interpersonal skills.
Component 2c	Managing Student Transition			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Communicates with Students Regarding Transition	Counselors directions and procedures regarding transition are inadequate.	Counselors directions and procedures regarding transition are adequate.	Counselors directions and procedures regarding transition are clear and appropriate, complete and accurate.	Counselors directions and procedures regarding transitions are appropriate and clear to students, and counselor includes students in creating transitional plans as appropriate.

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 2c, Con't	Managing Student Transition, Con't.			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Communicates with Staff Regarding Student Transition	Counselors directions and procedures regarding transition are inadequate.	Counselors directions and procedures regarding transition are adequate.	Counselors directions and procedures regarding transition are clear and appropriate, complete and accurate.	Counselors directions and procedures regarding transitions are appropriate and clear to staff members.
Communicates With Parents/Guardians Regarding Student Transition	Counselors directions and procedures regarding transition are inadequate.	Counselors directions and procedures regarding transition are adequate.	Counselors directions and procedures regarding transition are clear and appropriate, complete and accurate.	Counselors directions and procedures regarding transitions are appropriate and clear to parents and counselor includes parents in creating transitional plans as appropriate.
Component 3a	**Engages Students, Staff, and Parents in Guidance Services**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Informs Students of Available Guidance Services	Counselor is unavailable to students.	Counselor is available to students.	Counselor actively promotes guidance services.	Counselor collaboratively works with students to improve guidance services.
Informs Staff of Available Guidance Services	Counselor does not inform faculty of available guidance services.	Counselor informs faculty of available guidance services.	Counselor actively informs staff members of guidance services.	Counselor collaboratively works with staff to improve guidance services as needed.
Informs Parents of available Guidance Services	Counselor does not inform parents of available guidance services.	Counselor informs parents of available guidance services.	Counselor actively informs parents of guidance services.	Counselor collaboratively works with parents to improve guidance services as needed.
Component 3b	**Offers Programs to Enhance Student Growth**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Offers Programs to Students to Enhance their Educational Growth	Counselor does not participate in programs to enhance student academic growth.	Counselor does participate in programs to enhance student academic growth.	Counselor participates and promotes programs to enhance student academic growth.	Counselor participates promotes, develops, and implements programs to enhance student academic growth as appropriate.
Offers programs to Students to Enhance their Personal Development	Counselor does not participate in programs to enhance student personal development.	Counselor does participate in programs to enhance student personal development.	Counselor participates and promotes programs to enhance student personal development.	Counselor participates, promotes, develops, and implements programs to enhance student personal development.

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 3c	Assists in Testing, Planning and Procedures			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Assists in Test Planning and Administration	Counselor is not a participating in test planning as appropriate.	Counselor is available to assist in test planning as appropriate.	Counselor assists in test planning as appropriate.	Counselor collaboratively develops test plan as appropriate.
Communicates Test Information to Staff Members	Counselor does not communicate test information to staff members as appropriate.	Counselor has test information available to staff members as appropriate.	Counselor communicates test information to staff members as appropriate.	Counselor thoroughly communicates test information in a timely manner to staff members as appropriate.
Explains Test Results to Students, Staff, and Parents	Counselor does not communicate test results to students, staff, and parents as appropriate.	Counselor does communicate test results to students, staff and parents as appropriate.	Counselor interprets and explains test results to students, staff and parents as appropriate.	Counselor interprets and explains test results to students, staff and parents as appropriate. Counselor collaboratively works with students, staff, and parents to develop academic plans based on test results.
Component 4a	Reflecting on Guidance Services			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Reflects on Effectives of Guidance Services	Counselor does not reflect on effectiveness of guidance services.	Counselor reflects on effectiveness of guidance services.	Counselor reflects on effectiveness to improve guidance services.	Counselor actively pursues feedback from students, staff, and parents in order to improve guidance services.
Uses for the Future	Counselor has no suggestions for how to improve guidance services.	Counselor has general suggestions on how to improve guidance services.	Counselor has specific suggestions on how to improve guidance services.	Counselors work collaboratively with students, staff, and parents to create a plan to improve guidance services.
Component 4b	Maintaining Accurate Records			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Counselor does not maintain accurate records as appropriate.	Counselor maintains accurate records as appropriate.	Counselors has detailed, accurate records as appropriate.	Counselor has detailed, accurate, and comprehensive records that are well organized and functional as appropriate.
Timeliness	Current records are not maintained.	Counselor meets deadlines when producing records when needed.	Counselor maintains current records when needed.	Counselor keeps records well-organized and current in a timely fashion when needed.

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 4c	Contributes Leadership to School and District			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Advises Administrators and Staff on Matters Relating to Student Well-being	Counselor does not advise administrators and staff on matters relating to student well-being.	Counselor informs administrators and staff on matters relating to student well-being.	Counselor proactively communicates with administrators and staff on matters relating to student well-being	Counselors advocate for student well-being when communicating with administrators and staff.
Attends Meetings (IAT, IEP, District Faculty, Parent Team/Grade Level, etc.)	Counselor does not attend meetings.	Counselor does attend meetings.	Counselor attends meetings and is actively involved.	Counselor attends meetings making substantial contributions.
Maintains Professional Relationships with Colleagues	Counselor does not maintain positive, working relationships with colleagues.	Counselor maintains professional relationships with colleagues.	Counselor maintains positive, professional relationships with colleagues.	Counselor promotes positive, professional relationships with colleagues in order to create an exemplary working environment.
Professional Growth	Counselor does not work to grow professionally.	Counselor makes minimal attempts to grow professionally.	Counselor actively pursues opportunities for professional growth.	Counselor develops personal plans for professional growth in order to improve counseling skills.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 1a	Participating in Curriculum Development and Support			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Serve on curriculum Committees	Media Specialist chooses not to serve on any committees.	Media Specialist serves with reluctance when specifically asked to serve on any committees.	Medial Specialist serves on committees when asked.	Medial Specialist seeks participation and makes significant contributions in committees in order to advance the effectiveness of the media center.
Consultation with Teachers Regarding Curriculum Support Purchases	Media Specialist does not consult with teachers.	Media Specialist only consults with teachers when requested to do so.	Media Specialist seeks out teacher consultations.	Media Specialist encourages teacher suggestions and informs them of resulting purchases.
Provide Curriculum Access to Staff & Community	Media Specialist does not provide curriculum access to staff and community.	Media Specialist provides curriculum access to staff and community when requested to do so.	Media Specialist initiates access to curriculum with staff and community.	Media Specialist initiates access to curriculum with staff and community on an ongoing basis.
Component 1b	Collaborating with Teachers			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Supports Teachers in Instructional Units	Media Specialist does not support teachers in instructional units.	Media Specialist supports teachers in instructional units when asked.	Media Specialist approaches teachers with ways the media center can support instructional units.	Media Specialist approaches teachers and works with them to support instructional units.
Identification of Resources	Media Specialist does not identify resources for teachers.	Media Specialists identifies resources adequately, and at least essential resources are shared with teachers.	Media Specialist recommends available timely resources to teachers.	Media Specialist recommends resources and identifies possible classroom uses.
Component 1c	Providing Leadership in Instructional Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Dissemination of New Educational Materials	Media Specialist does not disseminate new educational materials.	Media Specialist disseminates new educational materials.	Media Specialist disseminates new educational materials continually as materials become available.	Media Specialist anticipates the need for new educational materials and disseminates them to interested individuals and departments.
Promotes the Critical Role of Information Retrieval in the Future of Education	Medial Specialist discourages the critical role of information retrieval in the future of education.	Media Specialist recognizes the critical role of information retrieval in the future of education.	Media Specialist promotes the critical role of information retrieval in the future of education.	Media Specialist continually promotes the critical role of information retrieval in the future of education.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 2a	Planning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Media Pedagogy	Media Specialist makes content errors or does not correct content errors others make.	Media Specialist displays content knowledge but cannot articulate connections with other parts of the discipline.	Media Specialist displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines appropriate.	Media Specialist displays extensive knowledge with evidence of continuing pursuit of such knowledge.
Exercises Leadership in the Instructional Program	Media Specialist does not exercise leadership in the Instructional program.	Media Specialist exercises leadership in the instructional program when requested.	Medial Specialist exercises leadership in the instructional program.	Media Specialist exercises leadership in the instructional program at the building and district level.
Component 2b	Leaning Environment			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Establishes and Maintains Environment in which Students and Staff can Work at Productive Levels	Media Specialist does not establish or maintain an environment in which students and staff can work at productive levels.	Media Specialist maintains an environment in which most students and staff can work at productive levels.	Media Specialist maintains an environment in which students and staff can work at productive levels. The environment is adjusted for those with special needs.	Medial Specialist adjusts the environment so that students and staff can work at productive levels.
Manages Student Behavior in Constructive Manner	Media Specialist does not respond to behavior, or the response is inconsistent or inappropriate.	Media Specialist attempts to respond to student behavior but with mixed results.	Media Specialist's response to behavior is appropriate and successful and respects the student.	Medial Specialists response to behavior is highly effective and entirely appropriate.
Serves as a Positive Role Model for Students	Media Specialist does not serve as a positive role model for students.	Media Specialist serves as a positive role model for students when required.	Media Specialist serves as a positive role model for students.	Media Specialist serves as a positive role model for students within the media center and throughout the building.
Component 2c	Instruction			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Communicating Directions and Procedures	Media Specialist's directions and procedures are inadequate.	Media Specialist's directions and procedures are adequate.	Media specialist's directions and procedures are clear and appropriate, complete and accurate.	Media Specialist's directions and procedures are appropriate and clear to students, and media specialist verifies student.
Questioning & Discussion Techniques	Interaction between media specialist and students is predominately recitation style, with media specialist mediating all questions and	Media Specialist makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	Media Specialist engages students in discussion, maintaining focus on content.	Media Center discussion involves student interaction with appropriate media specialist coordination.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 2c. Con't.	Instruction, Con't.			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples or analogies.	Representation of content is inconsistent in quality. Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with student's knowledge and experience. Students contribute to representation of content.
Structure and Pacing	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too rushed.	The execution of the lesson follows a recognizable structure not uniformly maintained. Pacing of the lesson is uneven.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The execution of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Flexibility and Responsiveness	Media Specialist adheres rigidly to an instructional plan, even when a change will clearly improve the lesson.	Media Specialist makes, with difficulty, a needed adjustment to the lesson.	Media Specialist successfully makes a needed adjustment to the lesson, and the adjustment occurs smoothly.	Media Specialist anticipates needed major adjustments to the lesson, and the adjustments occur smoothly.
Component 3a	Providing Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Selection of Materials and Equipment	Media Specialist is unaware of resources available in print and non print formats.	Media Specialist displays limited awareness of resources available in print and non print formats.	Media Specialist is fully aware of resources available in print and non print formats that support the curriculum.	Media Specialist constantly seeks out other sources of materials to enhance instruction and support the curriculum.
Promotion of New Resources	Medial Specialist does not promote new resources.	Media Specialist promotes new resources when requested.	Media Specialist promotes new resources as they become available.	Media Specialist promotes new resources as they become available and as they are useful to patrons.
Incorporation of Resources Beyond the Media Center	Media Specialist does not incorporate resources beyond those in the media center.	Media Specialist incorporates resources beyond those in the media center when requested.	Media Specialist incorporates resources beyond those in the media center.	Media Specialist searches out resources beyond the media center and incorporates them when applicable.
Component 3b	Maintenance of Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Keeps Collection Current through Weeding	Media Specialist does not weed the collection.	Media Specialist removes those items from the collection that can no longer be circulated because of their condition.	Media Specialist removes items from the collection that can no longer be circulated because of their condition, form, or relevance.	Media Specialist systematically surveys the collection, preserving materials as needed.
Preservation of Materials	Media Specialist does not attempt to preserve materials.	Media Specialist attempts to preserve materials.	Media Specialist repairs and considers having materials rebound as they cross the circulation desk.	Media Specialist systematically surveys the collection, adding materials in weak areas, weeding materials no longer of value.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 3c	Management of Funds			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Administers Budgets according to Needs and Objectives of Media Center within Administrative Guidelines	Media Specialist does not administer budget according to the needs and objectives of the media center.	Media Specialist administers budgets.	Media Specialist administers budgets according to the needs and objectives of the media center within administrative guidelines.	Media Specialist works with administration to establish a budget according to the needs and objectives of the media center and initiates creative methods to stretch or augment the budget.
Ordering and Maintaining Inventories of Consumable Items	Media Specialist does not order or maintain an inventory of consumable items.	Media Specialist orders consumable items when requested to do so.	Media Specialist orders and maintains inventories of consumable items.	Media Specialist maintains an inventory of consumable items. Needs are anticipated and orders are placed to maintain inventories.
Repair or Replacement of Equipment Based on Cost Effectiveness	Media Specialist does not consider cost effectiveness in deciding to repair or replace equipment.	Media Specialist considers cost effectiveness in deciding to repair or replace equipment.	Media Specialist researches repair history and unified purchasing price when purchasing replacement equipment.	Media Specialist demonstrates broad knowledge of the cost of repairs versus replacement of equipment.
Obtaining New Print/Non-print Materials	Media Specialist does not consider cost/value when choosing a vendor.	Media Specialist considers cost/value when choosing a vendor.	Media Specialist researches various vendors considering cost and reputation.	Media Specialist networks with other media professionals to determine most reliable and cost effective sources.
Component 3d	**Assisting Teachers**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Promotion of Information Resources	Media Specialist fails to suggest appropriate resources and formats to meet instructional objectives.	Media Specialist suggests a limited range of appropriate resources and formats to meet instructional objectives.	Media Specialist encourages the use of a broad range of appropriate resources and formats to meet instructional objectives.	Media specialist promotes and demonstrates the use of a broad range of appropriate resources and formats to meet instructional objectives.
Facilitation of Media Retrieval Sources	Media Specialist fails to evaluate, select, and manage media retrieval sources and instruct teachers on their use.	Media Specialist sometimes evaluates, selects, and manages media retrieval sources and instructs teachers on their use.	Media Specialist evaluates, selects, and manages media retrieval sources and Instructs teachers on their use.	Media Specialist demonstrates knowledge of a full range of media retrieval sources and advocates their incorporation into planning.
Component 3e	**Assisting Students**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Guidance for Information Literacy	Media Specialist is unaware of resources available to assist students who need them.	Media Specialist displays limited awareness of resources available through the school or district.	Media Specialist is aware of resources available through the school or district.	Medial Specialist is fully aware of school, district and additional resources available throughout the community. Media Specialist knows how to gain access for students.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 3e, Con't	Assisting Students, Con't.			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Support for Independent Learning	Media Specialist fails to assist students in independent learning.	Media Specialist suggests a limited range of appropriate resources and formats to students.	Media Specialist encourages the use of a broad range of appropriate resources and formats.	Media Specialist promotes the use of a broad range of appropriate resources and formats.
Promotion of Social Responsibility	Media Specialist does not promote social responsibility in the use of media center materials.	Media Specialist promotes social responsibility in the use of media center materials when observing misuse.	Media Specialist promotes social responsibility by instructing students in the proper handling of media center materials.	Media Specialist promotes social responsibility by systematic instruction of students in the proper handling of media center materials.
Component 3f	Promotes Reading			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Reading Skills	Media Specialist does not promote reading skills.	Media Specialist promotes reading skills when requested.	Media Specialist promotes reading skills through assistance in book selection and encouragement of	Media Specialist promotes reading skills within the media center and throughout the building.
Reading Appreciation	Media Specialist does not promote reading appreciation.	Media Specialist promotes reading appreciation when requested.	Media Specialist promotes reading appreciation.	Media Specialist promotes reading appreciation throughout the building.
Component 3g	Circulation of Materials			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Processing	Media Specialist does not participate in the processing of materials.	Media Specialist processes materials when requested.	Media Specialist promptly processes materials.	Media Specialist promptly processes materials and notifies staff member requesting the material as appropriate.
Cataloging	Media Specialist does not participate in the cataloging of materials.	Media Specialist catalogs materials when requested.	Media Specialist catalogs materials, assigning call number and MARC record in the catalog.	Media Specialist catalogs materials promptly and maintains a current catalog. Makes category lists for teachers.
Overdue Notices	Media Specialist does not provide overdue notices to patrons.	Media Specialist provides overdue notices when requested.	Media Specialist regularly provides overdue notices.	Media Specialist contacts students/parents regarding materials seriously delinquent.
Shelving	Media Specialist does not participate in maintaining a properly shelved collection.	Media Specialist sees to the shelving of books when requested.	Media Specialist sees that materials are returned to the shelves in a timely fashion.	Media Specialist systematically has circulated materials shelved and the shelves read.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 4a	Reflecting on Librarianship			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Media Specialist does not know if a media program was effective or achieved its goals, or profoundly misjudges the success of the program.	Media Specialist has a generally accurate impression of the media center's effectiveness and the extent to which goals were met.	Media Specialist makes an accurate assessment of the media center's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Media Specialist makes a thoughtful and accurate assessment of the media center's effectiveness and the extent to which it achieved its goals, citing many specific examples from the program and weighing the relative strength of each.
Use In Future Actions	Media Specialist has no suggestion for how the media center may be improved.	Media Specialist makes general suggestions about how the media center may be improved.	Media Specialist makes a few specific suggestions of what may be tried in the media center.	Media Specialist offers specific alternative actions, complete with speculation of success of each alternative.
Component 4b	**Maintaining Accurate Records**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Media Specialist does not maintain accurate records.	Media Specialist maintains accurate records.	Media Specialist has detailed, accurate records in a usable format.	Media Specialist has detailed, accurate records and can produce reports based on these records.
Timeliness	Media Specialist does not have current records.	Media Specialist meets deadlines for producing records.	Media Specialist maintains current records.	Media Specialist anticipates record requests.
Comprehensiveness	Media Specialist does not have complete records.	Media Specialist has complete records where those records are required.	Media Specialist maintains records in addition to those that are required.	Media Specialist has complete records of the media center collection, patrons, use, and purchases beyond those required.
Component 4c	**Coordination of Media Personnel**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Tasks and Training	Considerable time is lost performing non-professional duties.	Systems for performing non-professional duties are fairly efficient, resulting in little loss of professional time.	Efficient systems for performing non-professional duties are in place, resulting in minimal loss of professional time.	Systems for performing non-professional duties are well-established and contribute to efficient operation.
Aides	Paraprofessionals have no clearly defined duties or nothing to do most of the time.	Paraprofessionals are productively engaged.	Paraprofessionals are productively and independently engaged.	Paraprofessionals make a supportive contribution.
Volunteers/Students	Volunteers/students have no clearly defined duties or nothing to do most of the time.	Volunteers/students are productively engaged.	Volunteers/students are productively and independently engaged.	Volunteers/students make a supportive contribution.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 4d	Growing & Developing Professionally			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Pedagogical Skills	Media Specialist engages in no professional development activities to enhance knowledge or skill.	Media Specialist participates in minimum professional activities required to maintain certificate or licensure.	Media Specialist participates in professional activities to enhance content knowledge and pedagogical skills beyond those required to maintain certificate or licensure.	Media Specialist provides professional development to colleagues and community members in content or pedagogical skill.
Attend District Media Meetings	Media Specialist avoids attending district media meetings.	Media Specialist attends district media meetings when asked.	Media Specialist regularly attends district media meetings.	Media Specialist regularly attends district media meetings, offering agenda items, and sharing information.
Component 4e	**Contributing to School and District**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Relationships With Colleagues	Media Specialist's relationships with colleagues are negative or self-serving.	Media Specialist maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Media specialist is perceived as a leader by faculty members.
Service to School	Media Specialist refuses to participate in school service activities.	Media Specialist becomes involved in school service activities when specifically asked.	Media Specialist selects participation in school service activities.	Media Specialist makes a substantial contribution to school service activities.
Participation in School & District Projects	Media Specialist avoids becoming involved in school or district projects.	Media Specialist participates in school or district project when specifically asked.	Media Specialist selects participation in a school or a district project.	Media Specialist selects participation in a school or a district project, making a substantial contribution.
Commitment to the Instruction of Students	Media Specialist avoids instruction of students.	Media Specialist instructs students only when specifically asked.	Media Specialist initiates instruction of students.	Media Specialist initiates instruction of students on a on-going basis.
Component 4f	**Showing Professionalism**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Advocacy	Media Specialist denies some students a fair opportunity to succeed.	Media Specialist does not knowingly deny students a fair opportunity to succeed.	Media Specialist seeks to ensure that all students receive a fair opportunity to succeed.	Media Specialist makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision-Making	Media Specialist makes decisions based on self-serving interests.	Media Specialist's decisions are based upon limited professional considerations.	Media Specialist participates in team or departmental decision making.	Media Specialist takes a role in team or department decision making that ensures such decisions are based on professional standards.
Service to Students & Teachers	Media Specialist does not provide service to students and teachers.	Media Specialist provides minimal service to students and teachers.	Media Specialist provides service to students and teachers.	Media Specialist solicits ways in which service can be provided to students and teachers.

Lakota Local Schools
Motor Team

Component 1a	Demonstrating Knowledge of Content and Pedagogy			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Content	Motor Team Professional (MTP) makes content errors or does not correct content error students make.	MTP displays content knowledge but cannot articulate connections with other parts of the discipline	MTP displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines as appropriate.	MTP displays extensive knowledge with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	MTP displays little understanding of prerequisite knowledge important for student learning of the content.	MTP indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	MTP plans and practices reflect understanding of prerequisite relationships among topics and concepts.	MTP actively builds on knowledge of prerequisite relationships when describing instruction/therapy or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	MTP displays little understanding of pedagogical issues.	MTP displays basic pedagogical knowledge but does not anticipate common student misconceptions about the content.	MTP displays best practice within the discipline and anticipates common student misconceptions about the content.	MTP continues to search for ways to improve the quality of teaching/therapy.
Component 1b	**Demonstrating Knowledge of Students**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Characteristics of Age Group	Motor Team Professional (MTP) displays minimal knowledge of developmental characteristics of age group.	MTP displays generally accurate knowledge of typical developmental characteristics of age group.	MTP displays thorough understanding of typical developmental characteristics of age group.	MTP displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of Student's Varied Learning Styles	MTP is unfamiliar with the different approaches to learning that students' exhibit such as learning styles, modalities, and different "intelligences."	MTP displays general understanding of the different approaches to learning that the students' exhibit.	MTP displays solid understanding of the different approaches to learning that students' exhibit.	MTP uses, when appropriate, knowledge of student's varied approaches to learning in instructional therapy planning.
Knowledge of Students' Skills and Knowledge	MTP displays little knowledge of students' skills and knowledge.	MTP displays knowledge of students' skills.	MTP displays knowledge of students' skills and how they affect his performance in the classroom.	MTP displays knowledge of students' skills and knowledge of those with special needs.
Knowledge of Students' Interests and Cultural Heritage	MTP displays little knowledge of students' interests or cultural heritage.	MTP displays knowledge of students' interests or cultural heritage.	MTP displays knowledge of interests or cultural heritage for groups of students and recognizes the value of this knowledge.	MTP displays knowledge of students' interests or cultural heritage and recognizes the potential impact of that knowledge on therapy/instruction.

Lakota Local Schools
Motor Team

Component 1c	Selecting IEP/Intervention Goals & Objectives			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Value for Curriculum	Goals are not valuable and represent low expectations. Expectations do not reflect important learning and do not relate to curriculum frameworks and standards.	Goals are moderately valuable in their expectations. Expectations reflect important learning and relate somewhat to curriculum frameworks and standards.	Goals are valuable and in their level of expectations. Expectations reflect important learning and do not relate to curriculum frameworks and standards.	Not only are the goals valuable, but the MTP can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are either not clear or are stated as activities. Goals do not permit valid methods of assessment.	Goals are moderately clear or include a combination of goals and activities. Some goals do not permit valid methods of assessment.	Most of the goals are clear. Most permit valid methods of assessment.	All the goals are clear, written in the form of student learning, and permit valid methods of assessment.
Suitability for Diverse Students	Goals are not suitable for the student.	Most of the goals are suitable for the student.	All of the goals are suitable for each student.	Goals take into account the varying learning needs of individual students.
Balance	Goals reflect only one type of learning and one discipline.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect different types of learning style and opportunities for carry over and integration.	Goals include opportunities for student to apply skills in a wide variety of environments.
Component 1d	Demonstrating Knowledge of Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Resources for Instruction, Therapy and Intervention	Motor Team Professional (MTP) is unaware of resources available through the school or district.	MTP displays limited awareness of resources available through the school or district.	MTP is fully aware of resources available through the school or district.	In addition to being aware of school and district resources, MTP actively seeks out other materials to enhance instruction/therapy, i.e., from professional organizations or community.
Resources for Students	MTP is unaware of resources available to assist students who need them.	MTP displays limited awareness of resources available through the school or district.	MTP is fully aware of resources available through the school or district. MTP knows how to gain access for students.	In addition to being aware of school and district resources, MTP is aware of additional resources available through the community.

Lakota Local Schools
Motor Team

Component 1e	Designing Coherent Therapy and Instruction			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Therapy and Learning Activities	Motor Team Professional (MTP) activities are not suitable to students or goals. They do not follow an organized progression.	Most of the MTP's learning activities are suitable to students or goals. Progression of activities is uneven.	MTP's learning activities are suitable to students and goals. Progression of activities is fairly even.	MTP's learning activities are highly relevant to student and goals. They progress coherently.
Instructional Materials and Resources	MTP's materials and resources do not support the goals or engage students in meaningful learning.	Some of the MTP's materials and resources support the goals, and some engage students in meaningful learning.	All MTP's materials and resources support the goals and most engage students in meaningful learning.	All MTP's materials and resources support the goals.
Lesson and Therapy Structure.	MTP's lesson or activity has no clearly defined structure, or the structure is chaotic. Time allocations are unreasonable.	MTP's lesson or activity has a recognizable structure although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	MTP's lesson or activity has a clearly defined structure that activities are organized around. Time allocations are reasonable.	MTP's lesson or activity is clear and allows for different structures, activities and time allocations according to student needs.
Component 1f	Assessing Student Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Congruence with Therapy/Intervention Goals	Motor Team Professional's content and methods of assessment lack congruence with goals.	Some of the MTP's goals are assessed through the proposed approach, but many are not.	All of the MTP's goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than others.	The MTP's assessment criteria and goals are clear and have been clearly communicated to students. MTP collaborates with student and his/her teacher to develop criteria as part of the therapy.
Criteria and goals	The MTP's proposed approach contains no clear criteria or goal.	The MTP's assessment criteria and goals have been developed but they are not clear or have not been clearly communicated to the student.	The MTP's assessment criteria and goals are clear and have been communicated clearly to student.	The MTP's assessment criteria and goals are clear and have been clearly communicated to students. MTP collaborates with student and his/her teacher to develop criteria as part of the therapy.
Use for Planning	The MTP's assessment results affect planning for these students only minimally.	The MTP uses assessment results to plan for the student or group as a whole.	The MTP uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established goals. Students are also aware of how they collaborate in planning the next steps following assessment.

Lakota Local Schools
Motor Team

Component 2a	Creating an Environment of Respect and Rapport			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Motor Team Professionals Interaction with Students	Motor Team Professional's interactions, with at least some students, are demeaning or inappropriate to the age or the culture of the student. Students exhibit disrespect for the MTP.	MTP's student interactions are generally appropriate but may reflect occasional favoritism or disregard for students or cultures. Students exhibit minimal respect for the MTP.	MTP's student interactions demonstrate general caring and respect. Students exhibit respect for the MTP.	MTP demonstrates appropriate caring and respect for the students. Students exhibit respect for the MTP as an individual.
Expectations	Standards of conduct have been neither established nor communicated to students.	Standards of conduct have been established and most students follow them.	Standards of conduct are followed by students.	Standards of conduct are followed by students and have been developed with student participation.
Monitoring of Student Behavior	MTP is unaware of student behavior	MTP is generally aware of student behavior but may miss the activities of some students.	MTP is aware of student behavior during class and/or therapy time.	Monitoring by MTP is subtle and preventive.
Response to Student Behavior	MTP does not respond to student behavior, or the response is inconsistent or inappropriate.	MTP attempts to respond to student behavior but with uneven results.	MTP's response to behavior is appropriate and successful and respects the student.	MTP response to behavior is highly effective and entirely appropriate.
Component 2b	Establishing A Culture for Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Importance of the Content	Motor Team Professional or students convey a negative attitude toward the content suggesting that the content is not important or is mandated by others.	MTP communicates importance of work but with little connection and only minimal apparent buy-in by the students.	MTP conveys enthusiasm for the content, and student demonstrates consistent commitment to its value.	Students demonstrate through their active participation, curiosity and attention to detail that they value the content.
Student Pride In Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete the task rather than do high quality work.	MTP encourages students to accept the responsibility to "do good work" but students invest little of their energy in the quality of the work.	MTP insists on work of high quality, and students demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example by monitoring and repairing their own errors on their own initiative.
Expectations for Learning and Achievement	Activities, interactions and therapy environment convey modest expectations for student achievement.	Activities, interactions and the therapy environment convey inconsistent expectations for student achievement.	Activities, interactions and the therapy environment convey high expectations for the student achievement.	Both the students and the MTP contribute to activities, interactions and the therapy environment to convey high expectations for student achievement.

Lakota Local Schools
Motor Team

Component 2c	Managing the Therapy Environment			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Management of Indirect Therapy	Students not directly working with the Motor Team Professional are not productively engaged in therapy.	Tasks for students not working directly with the MTP are partially organized, resulting in some off-task behavior when the MTP is involved with other students.	Tasks for students not working directly with the MTP are organized and monitored so that most students are engaged at almost all times.	Students not working directly with the MTP are productively engaged and assume responsibility for productivity with minimal monitoring by the MTP.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions contribute to the achievement of IEP goals and students assume some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of therapy time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of therapy time.	Routines for handling materials and supplies contribute to the achievement of IEP goals and students assume some responsibility for efficient operation.
Performance of Non-Therapy Duties	Considerable time is lost performing non-therapy duties.	Systems for performing non-therapy duties are fairly efficient, resulting in little loss of therapy time.	Efficient systems for performing non-therapy duties are in place, resulting in little loss of therapy time.	Systems for performing non-therapy duties are well-established and contribute to efficient operation.
Supervision of Volunteers and Paraprofessionals (if applicable)	Volunteers and paraprofessionals have no clearly defined duties or nothing to do most of the time.	Volunteers and paraprofessionals are productively engaged.	Volunteers and paraprofessionals are productively and independently engaged.	Volunteers and paraprofessionals make a supportive contribution.
Management of Therapy Tools	MTP uses therapy tools poorly or learning is not accessible to some students	MTP uses therapy tools adequately and at least essential therapy is accessible to all students.	MTP uses therapy tools skillfully to assure that therapy is equally accessible to students.	Both MTP and students use therapy tools to assure that all therapy is equally accessible to all students.
Component 3a	Communicating Clearly and Accurately			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Directions and Procedures	Motor Team Professional's directions and procedures are incomplete or inaccurate.	MTP's directions and procedures are excessively detailed	MTP's directions are clear and contain an appropriate level of detail.	MTP's directions and procedures are clear to student and MTP verifies student understanding.
Oral and Written Language	MTP's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague or used incorrectly.	MTP's spoken language is audible, and written language is legible.	MTP's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interest.	MTP's questions are uniformly high quality, with adequate time for students to respond.

Lakota Local Schools
Motor Team

Component 3b	Using Questioning and Discussion Techniques			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Quality of Questions	Motor Team Professional's questions are of poor quality: impertinent, irrelevant to content, confined inappropriate to lower levels of thinking.	MTP's questions are of low and high quality.	Most of MTP's questions are of appropriately high quality. Adequate time is provided for students to respond.	MTP's questions are of uniformly high quality, with adequate time for students to respond.
Discussion Techniques	Interaction between MTP and students is predominately recitation style, with mediating all questions and answers.	MTP makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	MTP engages students in therapy maintaining focus on therapy room.	Therapy room discussion is student directed with appropriate MTP coordination.
Student Participation	MTP does not attempt to engage students.	MTP attempt to engage students who are not participating.	MTP successfully engages students in discussion.	MTP engineers discussion of content among students.
Component 3c	**Engaging Students in Learning**			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Representation of Content	Representation of content is inappropriate and unclear or uses poor example or analogies.	Representation of content is inconsistent in quality. Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with student's knowledge and experience. Students contribute to representation of content.
Activities and Assignment	Activities and assignments are inappropriate for students in terms of their age or backgrounds	Some activities and assignments are appropriate to students and engage them, but others do not.	Most activities and assignments are appropriate to students. Almost all students are engaged in them.	All students are engaged in the activities and assignments in their exploration of content.
Grouping of Students	Therapy groups are inappropriate to the students or the IEP goals.	Therapy groups are only partially appropriate to the students and moderately successful in advancing the IEP goals.	Therapy groups are productive and appropriate to the students and/or the IEP goals.	Therapy groups are productive and appropriate to the IEP goals.
Therapy/Instructional Materials and Resources	Materials and resources are unsuitable to the goals or do not engage the student.	Materials and resources are partially suitable to the IEP goals or students' level of engagement.	Materials and resources are suitable to the IEP goals and engage the students.	Materials and resources are suitable to the IEP goals and engage students. Students initiate choice, adaptation, or design of materials to enhance their own purposes.
Structure and Planning	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too rushed.	The execution of the lesson follows a recognizable structure not uniformly maintained throughout the lesson. Pacing of the lesson is ineffective.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The executive of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.

Lakota Local Schools
Motor Team

Component 3d	Providing Feedback to Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Provision is made for timely student use of the feedback in their learning.
Response to Students	Motor Team Professional ignores or brushes aside students' questions or interested.	MTP attempts to incorporate students' questions or interests in the therapy.	MTP successfully incorporates students' questions or interests in the therapy.	MTP appropriately seizes opportunities to enhance learning building on events in the lives of the students.
Persistence	When a student has difficulty learning, the MTP fails to vary instructional strategies.	For the success of any student with difficulty learning, the MTP offers a few instructional strategies.	For students with difficulty learning, the MTP varies instructional strategies.	For students with difficulty learning, the MTP varies instructional strategies and seeks additional resources from the school.
Component 4a	Reflecting on Therapy			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Motor Team Professional does not know if a lesson/therapy was effective or achieved its goals, or profoundly misjudges the success of a lesson/therapy.	MTP has a generally accurate impression of a lesson/therapy's effectiveness and the extent to which IEP goals were met.	MTP makes an accurate assessment of a lesson/therapy's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	MTP makes a thoughtful and accurate assessment of a lesson/therapy's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future therapy	MTP has no suggestions for how a lesson/therapy may be improved another time.	MTP makes general suggestions about how a lesson may be improved.	MTP makes a few specific suggestions of what might be tried another time.	MTP offers specific alternative actions, complete with speculation of success of each alternative.

Lakota Local Schools
Motor Team

Component 4b	Maintaining Accurate Records			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Student Completion of Assignment/Therapy	Motor Team Professional's system for maintaining information on student completion of assignment is in disarray.	MTP's system for maintaining information on student completion of assignments/therapies is only partially effective.	MTP's system for maintaining information on student completion of assignments/therapy is effective.	MTP's system for maintaining information on student completion of assignments is effective. Students participate in the maintenance of personal assignment/therapy records.
Student Progress in Learning	MTP has no system for maintaining information on student progress in learning, or the system is in disarray.	MTP system for maintaining information on student progress in learning is only partially effective.	MTP system for maintaining information on student progress in learning is effective.	MTP system for maintaining information on student progress in learning is effective. Students contribute information.
Component 4c	Communicating to Families			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Information About the Therapy Classroom Instructional Program	Motor Team Professional provides little information about the therapy program to families.	MTP provides basic information in the school's conferences for parents but offers little additional communication.	MTP provides comprehensive information about the therapy program to parents as appropriate.	MTP provides comprehensive information about the therapy program to parents as appropriate. MTP updates information in response to students' and parents' questions and concerns.
Information About Individual Students	MTP provides minimal information to parents or does not respond to parent concerns about students.	MTP adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	MTP communicates with parents about students' progress on a regular basis and is available to respond to parent concerns during the school day.	MTP provides information to parents on both positive and negative aspects of student's progress. Response to parent concerns is handled diplomatically.
Component 4d	Contributing to School and District			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Relationships with Colleagues	Motor Team Professional's relationships with colleagues are negative or self-serving.	MTP maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. MTP is perceived as a leader by faculty members.
Participation in School and District Projects	MTP avoids becoming involved in school or district projects.	MTP participates in school or a district project when specifically asked.	MTP selects participation in a school or a district project.	MTP selects participation in a school or a district project, making a substantial contribution.

Lakota Local Schools
Motor Team

Component 4e	Growing and Developing Professionally			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Pedagogical Skill	Motor Team Professional engages in no professional development activities to enhance knowledge or skill.	MTP participates in minimum professional activities required to maintain certificate or licensure.	MTP participates in professional activities to enhance content knowledge and pedagogical skill beyond those required to maintain certificate or licensure.	MTP provides professional development to colleagues in content or pedagogical.
Advocacy	MTP denies some students a fair opportunity to succeed.	MTP does not knowingly deny students a fair opportunity to succeed.	MTP seeks to ensure that all students receive a fair opportunity to succeed.	MTP makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision Making	MTP makes instructional decisions based on self-serving interests.	MTP instructional decisions are based upon limited professional considerations.	MTP participates in team or departmental decision-making.	MTP takes a role in team or MTP departmental decision-making that ensures such decisions are based upon professional standards.



Base: $37,492
Effective: 9/1/2010

Step	Bachelor's		Bachelor's+150		Masters		Masters + 15		Masters + 30		PhD	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	$37,492	1.0000	$39,179	1.0450	$41,241	1.1000	$42,179	1.1250	$43,116	1.1500	$43,866	1.1700
2	$39,123	1.0435	$40,866	1.0900	$43,022	1.1475	$44,147	1.1775	$45,272	1.2075	$46,303	1.2350
3	$40,754	1.0870	$42,553	1.1350	$44,803	1.1950	$46,115	1.2300	$47,427	1.2650	$48,552	1.2950
4	$42,385	1.1305	$44,241	1.1800	$46,584	1.2425	$48,083	1.2825	$49,583	1.3225	$50,802	1.3550
5	$44,016	1.1740	$45,928	1.2250	$48,365	1.2900	$50,052	1.3350	$51,739	1.3800	$53,051	1.4150
6	$45,647	1.2175	$47,615	1.2700	$50,146	1.3375	$52,020	1.3875	$53,895	1.4375	$55,301	1.4750
7	$47,277	1.2610	$49,302	1.3150	$51,926	1.3850	$53,988	1.4400	$56,051	1.4950	$57,550	1.5350
8	$48,908	1.3045	$50,989	1.3600	$53,707	1.4325	$55,957	1.4925	$58,206	1.5525	$59,800	1.5950
9	$50,539	1.3480	$52,676	1.4050	$55,488	1.4800	$57,925	1.5450	$60,362	1.6100	$62,049	1.6550
10	$52,170	1.3915	$54,363	1.4500	$57,269	1.5275	$59,893	1.5975	$62,518	1.6675	$64,299	1.7150
11	$53,801	1.4350	$56,051	1.4950	$59,050	1.5750	$61,862	1.6500	$64,674	1.7250	$66,548	1.7750
12	$55,432	1.4785	$57,738	1.5400	$60,831	1.6225	$63,830	1.7025	$66,829	1.7825	$68,798	1.8350
13	$57,063	1.5220	$59,425	1.5850	$62,612	1.6700	$65,798	1.7550	$68,985	1.8400	$71,047	1.8950
14	$59,369	1.5835	$61,862	1.6500	$64,393	1.7175	$67,767	1.8075	$71,141	1.8975	$73,297	1.9550
15	$61,674	1.6450	$63,736	1.7000	$66,173	1.7650	$69,735	1.8600	$73,297	1.9550	$75,546	2.0150
16	$61,674	1.6450	$63,736	1.7000	$67,111	1.7900	$70,672	1.8850	$74,234	1.9800	$76,484	2.0400
17	$61,674	1.6450	$63,736	1.7000	$68,048	1.8150	$71,610	1.9100	$75,171	2.0050	$77,421	2.0650
18	$61,674	1.6450	$63,736	1.7000	$68,985	1.8400	$72,547	1.9350	$76,109	2.0300	$78,358	2.0900
19	$63,174	1.6850	$65,611	1.7500	$69,923	1.8650	$73,484	1.9600	$77,046	2.0550	$79,296	2.1150
20	$63,174	1.6850	$65,611	1.7500	$70,860	1.8900	$74,422	1.9850	$77,983	2.0800	$80,233	2.1400
21	$63,174	1.6850	$65,611	1.7500	$71,797	1.9150	$75,359	2.0100	$78,921	2.1050	$81,170	2.1650
22	$63,174	1.6850	$65,611	1.7500	$72,734	1.9400	$76,296	2.0350	$79,858	2.1300	$82,107	2.1900
23	$64,674	1.7250	$67,486	1.8000	$73,672	1.9650	$77,234	2.0600	$80,795	2.1550	$83,045	2.2150
24	$64,674	1.7250	$67,486	1.8000	$74,609	1.9900	$78,171	2.0850	$81,733	2.1800	$83,982	2.2400
25	$64,674	1.7250	$67,486	1.8000	$75,546	2.0150	$79,108	2.1100	$81,733	2.1800	$83,982	2.2400



Base: $37,492
Effective: 9/1/2011

Step	Bachelor's		Bachelor's+150		Masters		Masters + 15		Masters + 30		PhD	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	$37,492	1.0000	$39,179	1.0450	$41,241	1.1000	$42,179	1.1250	$43,116	1.1500	$43,866	1.1700
2	$39,123	1.0435	$40,866	1.0900	$43,022	1.1475	$44,147	1.1775	$45,272	1.2075	$46,303	1.2350
3	$40,754	1.0870	$42,553	1.1350	$44,803	1.1950	$46,115	1.2300	$47,427	1.2650	$48,552	1.2950
4	$42,385	1.1305	$44,241	1.1800	$46,584	1.2425	$48,083	1.2825	$49,583	1.3225	$50,802	1.3550
5	$44,016	1.1740	$45,928	1.2250	$48,365	1.2900	$50,052	1.3350	$51,739	1.3800	$53,051	1.4150
6	$45,647	1.2175	$47,615	1.2700	$50,146	1.3375	$52,020	1.3875	$53,895	1.4375	$55,301	1.4750
7	$47,277	1.2610	$49,302	1.3150	$51,926	1.3850	$53,988	1.4400	$56,051	1.4950	$57,550	1.5350
8	$48,908	1.3045	$50,989	1.3600	$53,707	1.4325	$55,957	1.4925	$58,206	1.5525	$59,800	1.5950
9	$50,539	1.3480	$52,676	1.4050	$55,488	1.4800	$57,925	1.5450	$60,362	1.6100	$62,049	1.6550
10	$52,170	1.3915	$54,363	1.4500	$57,269	1.5275	$59,893	1.5975	$62,518	1.6675	$64,299	1.7150
11	$53,801	1.4350	$56,051	1.4950	$59,050	1.5750	$61,862	1.6500	$64,674	1.7250	$66,548	1.7750
12	$55,432	1.4785	$57,738	1.5400	$60,831	1.6225	$63,830	1.7025	$66,829	1.7825	$68,798	1.8350
13	$57,063	1.5220	$59,425	1.5850	$62,612	1.6700	$65,798	1.7550	$68,985	1.8400	$71,047	1.8950
14	$59,369	1.5835	$61,862	1.6500	$64,393	1.7175	$67,767	1.8075	$71,141	1.8975	$73,297	1.9550
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24	$64,674	1.7250	$67,486	1.8000	$74,609	1.9900	$78,171	2.0850	$81,733	2.1800	$83,982	2.2400
25	$64,674	1.7250	$67,486	1.8000	$75,546	2.0150	$79,108	2.1100	$81,733	2.1800	$83,982	2.2400

Appendix D: District Hourly Rates

District hourly rate	$27
(1) Curriculum development (see 13.02)	
(2) Internal substitute (see 12.05)	
Preparation of newly constructed classrooms (see 18.0602):	$10
Summer meetings called by principal (see 18.0603):	$10
Approved summer trainings (see 18.0604)	$10
Stipend pay (18.0605)	($10, $18, or $27)
Lump sum activity (outside agency/contract)	contracted agreement
Early entrance testing:	Individual hourly rate (see 18.06)
Supervision (See 18.0604):	$50

LAKOTA LOCAL SCHOOL DISTRICT

Stipend Pay Category Form

(July 1 to June 30*)

ADMINISTRATIVE RESPONSIBILITIES (14 maximum points)

Student enrichment The stipend position includes continuation of impact on student/teacher learning.	6
Collect participation fees Fees include those for events and/or activities; determines fees, receipts, budget, accounting, ordering, and distribution of funds.	2
Public relations/communications Works with universities to offer credit for staff. Advertises nationwide publicity for professional development.	2
Coordination of other staff In order to carry out this position, must communicate/coordinate with other staff Members.	5
Coordination with outside agency for building rental	6

QUALIFICATIONS (5 maximum points)

Required certification/license The position requires specific certification or license in a specific academic area.	5
Required special training Being in charge of this stipend requires special training or special expertise in lieu of license.	5

PAY CATEGORY CHART (circle the appropriate points above)

Points:	*Pay Category:*
1 – 5	$10.00 (Newly constructed classrooms – see 18.0602) (Summer meetings called by principal – see 18.0603)
6 – 10	$18.00 (Per negotiation)
11 – 19	$27.00

*Will be posted and be in effect July 1 to June 30, yearly.

STIPEND/EXTRA DUTY PAYMENT FORM

Teacher's Name _____ Employee ID _____

Building _____

Stipend ____
Extra Duty ____
Lump Sum ____

Description:

_____
_____
_____
_____

Hourly Rate (per attached Stipend Category Form and Time/Effort Log)

____ hours x $10 _____

____ hours x $18 _____

____ hours x $27 _____

____ lump sum amount _____

Funding Source _____ Account Code _____

Building Administrator _____ Date _____

Central Office Administrator _____ Date _____

Human Resources _____ Date _____

Submitted by _____ Date _____

Lakota Local School District Form 5013M
Cross-Reference: Board Policy 5013

Revised 10-28-08

LAKOTA
LOCAL SCHOOLS

Supplemental Salary Schedule

Base $ 299
Effective 9/1/2008

Step	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1	$ 299	$ 598	$ 896	$ 1,194	$ 1,791	$ 2,388	$ 2,986	$ 3,583	$ 4,180	$ 4,777	$ 5,373	$ 5,971
2	$ 358	$ 657	$ 955	$ 1,343	$ 1,941	$ 2,538	$ 3,284	$ 3,881	$ 4,777	$ 5,373	$ 5,971	$ 6,569
3	$ 448	$ 747	$ 1,044	$ 1,492	$ 2,090	$ 2,687	$ 3,583	$ 4,180	$ 5,373	$ 5,971	$ 6,569	$ 7,166
4	$ 508	$ 806	$ 1,105	$ 1,642	$ 2,240	$ 2,837	$ 3,881	$ 4,478	$ 5,971	$ 6,579	$ 7,166	$ 7,762
5	$ 598	$ 896	$ 1,194	$ 1,791	$ 2,388	$ 2,986	$ 4,180	$ 4,777	$ 6,569	$ 7,166	$ 7,762	$ 8,359
6	$ 657	$ 955	$ 1,254	$ 1,941	$ 2,538	$ 3,134	$ 4,478	$ 5,076	$ 7,166	$ 7,762	$ 8,359	$ 8,957
7	$ 747	$ 1,044	$ 1,343	$ 2,090	$ 2,687	$ 3,284	$ 4,777	$ 5,373	$ 7,762	$ 8,359	$ 8,957	$ 9,554
8	$ 806	$ 1,105	$ 1,404	$ 2,240	$ 2,837	$ 3,433	$ 5,076	$ 5,672	$ 8,359	$ 8,957	$ 9,554	$10,151

DISTRICT SUPPLEMENTAL POSITIONS

(District supported positions)

Category	Athletics
6	District Athletic Publication Coordinator
7	District Special Education Coach
10	HS Athletic Trainer/Training Coordinator
6	HS Athletic Trainer Assistant (Fall, Winter, Spring)
10	HS Faculty Assistant Manager of Athletics
4	HS Academic Quiz Team Coach
3	HS Academic Quiz Team Assistant Coach
8	HS Baseball Varsity Head Coach
6	HS Baseball Varsity Assistant Coach
6	HS Baseball Reserve Coach
9	HS Basketball Varsity Head Coach (Boys or Girls)
7	HS Basketball Varsity Assistant Coach (Boys or Girls)
7	HS Basketball Reserve Coach (Boys or Girls)
7	HS Basketball Sophomore Coach (Boys or Girls)
6	HS Basketball Varsity Cheerleader Coach
5	HS Basketball Reserve Cheerleader Coach
5	HS Basketball Sophomore Cheerleading Coach
6	HS Bowling Varsity Head Coach (Boys and Girls)
5	HS Bowling Assistant Coach (Boys and Girls)
4	HS Chess Team Coach
5	HS Competition Cheerleading Coach
7	HS Cross Country Varsity Coach (Boys and girls)
5	HS Cross Country Varsity Assistant Coach (Boys and Girls)
3	HS Debate Coach
4	HS Diving Coach
9	HS Football Varsity Head Coach
7	HS Football Varsity Assistant Coach
6	HS Football Varsity Cheerleader Coach
5	HS Football Reserve Cheerleader Coach
6	HS Golf Varsity Coach (Boys or Girls)
5	HS Golf Reserve Coach (Boys or Girls)
7	HS Gymnastics Coach
5	HS Gymnastics Varsity Assistant Coach
4	HS Quiz Team Coach
9	HS Soccer Varsity Head Coach (Boys or Girls)
7	HS Soccer Varsity Assistant Coach (Boys or Girls)
7	HS Soccer Reserve Coach (Boys or Girls)
8	HS Softball Varsity Head Coach
6	HS Softball Varsity Assistant Coach
6	HS Softball Reserve Coach
10	HS Sports Information Director
6	HS Strength Coach
7	HS Swimming Varsity Head Coach (Boys and Girls)
5	HS Swimming Varsity Assistant Coach (Boys and Girls)
5	HS Tennis Head Coach (Boys or Girls)
4	HS Tennis Reserve Coach (Boys or Girls)

DISTRICT SUPPLEMENTAL POSITIONS, Con't

(District supported positions)

Category	Athletics
9	HS Track Coach (Boys and Girls)
7	HS Track Assistant Coach ((Boys and Girls)
8	HS Volleyball Varsity Head Coach (Boys or Girls)
6	HS Volleyball Varsity Assistant Coach (Boys or Girls)
6	HS Volleyball Reserve Coach (Boys or Girls)
5	HS Volleyball Training Spec (Girls self-funded)
9	HS Wrestling Varsity Head Coach
7	HS Wrestling Varsity Assistant Coach
7	HS Wrestling Reserve Coach
6	HS Wrestling Varsity Cheerleader Coach
5	HS Wrestling Reserve Cheerleader Coach
6	FS Athletic Director
7	FS Athletic Trainer
5	FS Baseball Coach
6	FS Basketball Head Coach (Boys or Girls)
5	FS Basketball Cheerleader Coach
6	FS Football Head Coach
5	FS Football Assistant Coach
5	FS Football Cheerleader Coach
5	FS Softball Coach
4	FS Volleyball Coach (Boys or Girls)
6	FS Wrestling Head Coach
5	FS Wrestling Assistant Coach
5	FS Wrestling Cheerleader Coach
7	JS Athletic Director (2 release periods)
6	JS Athletic Trainer
5	JS Basketball Eighth Grade coach (Boys or Girls)
4	JS Basketball Cheerleader Eighth Grade Coach
5	JS Basketball Seventh Grade Coach (Boys or Girls
4	JS Basketball Cheerleader Seventh Grade Coach
3	JS Cross Country Coach (Boys or Girls)
2	JS Cross Country Assistant (Boys or Girls)
5	JS Football Eighth Grade Head Coach
4	JS Football Eighth Grade Assistant Coach
4	JS Football Cheerleader Eighth Grade Coach
5	JS Football Seventh Grade Head Coach
4	JS Football Seventh Grade Assistant Coach
4	JS Football Cheerleader Seventh Grade Coach
4	JS Golf Coach (Boys and girls)
2	JS Gymnastics
3	JS Tennis Coach (Boys or Girls)
5	JS Track head Coach (Boys or Girls)
4	JS Track Assistant Coach (Boys or Girls)
3	JS Volleyball Eighth Grade Coach (Boys or Girls
3	JS Volleyball Seventh Grade Coach (Boys or Girls)

DISTRICT SUPPLEMENTAL POSITIONS, Con't

(District supported positions)

Category	Athletics
5	JS Wrestling Head Coach
4	JS Wrestling Assistant Coach
4	JS Wrestling Cheerleader Coach

Category	Clubs/Service
5	Special Assignment (temp, non-supervisory)
4	HS Auditorium Sound and Equipment Coordinator
4	HS Junior Class Sponsor
5	HS Mu Alpha Theta Assistant Sponsor
6	HS Mu Alpha Theta Sponsor
5	HS Multicultural Enhancement Club
4	HS National Honor Society Sponsor
8	HS Newspaper Sponsor
4	HS Peer Counselor Coordinator
3	HS Pride Advisor
9	HS Radio Station WLHS Director
5	HS Senior Class Sponsor
3	HS Sophomore Class Sponsor
5	HS Student Council Sponsor
5	HS Under Pressure Director
4	HS Webpage Coordinator
6	HS Yearbook Sponsor
3	FS Student Council
4	FS Yearbook Sponsor
3	FS Freshman Class Sponsor
2	FS Drama Club Sponsor
3	FS Pride Advisor
2	FS Multicultural Club Sponsor
2	JS No Team/Pride Sponsor
4	JS Student Council
3	JS Yearbook Sponsor
3	ES No Team/Pride Sponsor
2	ES Student Council

DISTRICT SUPPLEMENTAL POSITIONS, Con't

(District supported positions)

Category	Curriculum
3	ALL/Dist Grade Level/Department Chairs <3 FTE (2008/09 Only)
4	ALL/Dist Grade Level/Department Chairs 3 -5 FTE
5	ALL/Dist Grade Level/Department Chairs 6-9 FTE
6	ALL/Dist Grade Level/Department Chairs 10-13 FTE
7	ALL/Dist Grade Level/Department Chairs 14-22 FTE
8	ALL/Dist Grade Level/Department Chairs >22 FTE (District Dept. Chairs: Elementary Counselors, Nurses, Special Services Motor Team, Speech/Language, Psychologists, Media)
5	ALL Technology Resource (1 per bldg. P-9; 2 per bldg. 10-12)
3	ES Instructional Resource (4/bldg.)

Category	Performance
9	HS Color Guard Director
6	HS Color Guard Assistant Director
4	HS Choral Director
9	HS Marching Band Assistant Director
11	HS Marching Bank Director
6	HS Marching Bank Section Directors
4	HS Play Musical Director
8	HS Concert Band Co-Director
6	HS Jazz Band Director
9	HS Theater Director/Coordinator
7	HS Theater Assistant Director/Coordinator
5	HS Theater Technical Director
3	HS Vocal Director
4	FS Choral Director
5	JS Band Director
4	JS Choral Director
3-4-5	ES Band Director 1-2 Schools category 3 3-4 Schools category 4 5+ Schools category 5
4	ES Musical Production Director

LAKOTA LOCAL SCHOOL DISTRICT
Proposal for Supplemental Position

Mark One: New ☐ Reinstatement ☐ Revision ☐ Date Submitted: Month ☐ Day ☐ Year ☐

Position Title:

Grade Level: Pre - 1 ☐ 2-6 ☐ 7-8 ☐ 9 ☐ 10-12 ☐

Rationale for Position:

Qualifications:

Job Description of Supplemental:

Summary of Position:

Essential Responsibilities:

Time Required: Specify the numbers for each category below.

Number of hours beyond the contract day per week	Number of weeks per year	Number of weekends/holidays	Hours of release time per week provided during contract day.
Hours per week:	Weeks per year:	Weekends/holidays:	Hours of release:
Out of school hours (7 maximum points) Under 100 hours 1 Pt. 100-200 hours 2 Pt. 201-300 hours 2 Pt. 301-400 hours 4 Pt. 401-500 hours 5 Pt. 501-600 hours 6 Pt. 601 + hours 7 Pt. Points are based on actual total hours outside the contract day. Hours must be reasonable for the position and required of anyone who holds that position.	Frequency This point is given for an intense season or preparation time required more than 20 hours per week for a minimum of three weeks. Duration This point is given when the actual supplemental is required to last for more than 12 weeks.	Weekends/evenings/holidays (3 maximum points) 2 occurrences 1 Pt. 3-4 occurrences 2 Pt. 5+ occurrences 3 Pt. For this purpose, "occurrences" are those times when the teacher has to return to school or when school is not in session. They do not include the time right after dismissal or right before the school day.	School day hours Given for hours within the contract day or in lieu of the contract day.

Time (12 Maximum Points) ☐

Administrative Responsibilities: Mark all items below that apply.

Collect Participation Fees Fees include those for club or organization membership, pay to play, supplies, etc; and the position includes direct responsibility for at least one of the following: determine fees, receipts, budget, accounting or ordering.		
Conduct Fundraising The person in the supplemental position has direct responsibility for advertisements, sponsors, and sales, as well as for monies collected, counting, budgeting, and paying bills.		

LAKOTA LOCAL SCHOOL DISTRICT
Proposal for Supplemental Position, Con't.

Administrative Responsibilities, Con't.: Mark all items below that apply.

Collect Admissions The activity includes admission paid by the audience, and the person in the supplemental position has direct responsibility for the monies collected, counting and budgeting.		
Marketing The activity includes selling original products (e.g., publications) rather than resale of fundraising merchandise		
Eligibility/OHSAA Forms/Medical Forms/Grade Reports The position includes direct responsibility for collecting forms and verifying information.		
Coordination of Other Staff Other staff must be directly responsible to this person. Does not include the number of individuals with whom the supplemental position holder communicates. This is considered only when there is an assistant with a supplemental position for the same activity and for academic department chairs.		
Public relations The activity includes district-authorized free performances as a means of good will.		
Community organizations partnership A community group has a major relationship with the supplemental group.		

Administrative Responsibilities (8 Maximum Points)

Scale and Scope of Performance/Production/Competition: Level and scope are considered only for supplemental positions which involve productions, performances, or competitions. Providing an after school study group would have the same duties and responsibilities at any level.

Scale of performance/production/competition: Mark each category that applies below.

Early Childhood through 6th 0 Pt.	Junior High 1 Pt.	Freshman 2 Pt.	High School 3 Pt.
☐	☐	☐	☐

Scale of performance/production/competition: Mark each category that applies below.

Two Levels 1 Pt.	*Three levels* 2 Pt.	*Four levels* 3 Pt.
☐	☐	☐

Program scope points are based on combinations of levels as listed above. Involvement at each level must be direct, and the individual must be actively "in charge" beyond observing or "scouting." Program scope points are not used when there are distinct supplementals at more than one level (e.g., person with high school newspaper supplemental would not get program scope points even if routinely visiting junior schools to share the high school's paper).

Scale of performance: Scope (6 maximum points)

LAKOTA LOCAL SCHOOL DISTRICT
Proposal for Supplemental Position, Con't.

Academic Administrative Responsibilities:

Academic Instruction: Continuation of academic instruction which includes lesson plans and teaching that cannot be done during the school day for a credit class. This does not include opening labs for students to meet deadlines, requiring students at performances, study sessions, or attendance at plays as part of their grade.	
7 points	☐
Academic Administrative Responsibilities (Maximum 7 Pt.)	

Qualifications: Mark each category that applies below.

Required certification/license	*Required special training*	*Experience in the activity*
The position requires specific certification or license (e.g., athletic training).	Being in charge of this supplemental requires special training or special expertise (e.g., operation of equipment, knowledge of rules), and someone without the training could not carry out the responsibilities of this supplemental.	Background in the activity is required—experience necessary for the successful execution of this supplemental. It is not specific to an individual and considered only for "head" positions.
1 Pt.	1 Pt.	1 Pt.
☐	☐	☐

Qualifications: (Maximum 3 points)

Number of students/faculty: Specify the numbers for each category below.

Number of Students		Number of Faculty	
Students		Faculty	
13-30 Students	1 Pt.	6-10 Faculty	1 Pt.
31+ Students	2 Pt.	11+ Faculty	2 Pt.
The number of faculty and/or students for which the supplemental holder is directly involved (ordering, scheduling, communicating, delegating, supervising, not the total enrollment or staff of a building or grade level. Academic Department chairs are given points in this category and under grade level/department chairs.			

Number of Students/Faculty: (Maximum 4 points)

Unusual (hazardous) working conditions: Explain Below:

Equipment regularly operated or used: Explain Below.:

LAKOTA LOCAL SCHOOL DISTRICT
Proposal for Supplemental Position, Con't.

List Funding Sources and Amounts Below:

By submitting, you certify that the above information is accurate and complete to the best of your knowledge.

Proposal Submitted By	
Administrator	
Sponsoring Group	
Contact Information	
Committee Scoring/Date	

Supplemental Categories
Supplemental pay categories for assistant positions are based on the head supplemental pay category.

Head Supplemental/Varsity Head Coach	H-7 or more	H-6 or Less
Assistant to Supplemental/Varsity Assistant, Reserve, Sophomore	H-2	H-1
Freshman Head Coach	H-3	H-2
Seventh/Eighth Grade Head Coaches, Freshman Assistant	H-4	H-3
Seventh/Eighth Grade Assistant	H-5	H-4

POINT TO CATEGORY CHART	Points	Pay Category
<4		I
4-6		II
7-9		III
10-12		IV
13-15		V
16-18		VI
19-21		VII
22-24		VIII
25-27		IX
28-30		X
>30		XI

LAKOTA LOCAL SCHOOL DISTRICT
Supplemental Position

New supplemental positions, reinstatement of suspended supplemental/stipend positions or revisions to existing supplemental positions may be proposed. Positions proposed for a building activity must be submitted to the Principal of that building, and positions for a district-wide activity must be submitted to the Assistant Superintendent. Each proposal will be forwarded within ten work days to the Superintendent or designee with a recommendation. Approved positions will be posted and filled consistent with the current Board/LEA master agreement. Approval will indicate completion of the activity for the current school year only. Notice of disapproval will include reason(s), and disapprovals may be appealed by resubmitting an application addressing the reason(s) for disapproval. See the guidelines for user fees below. Provide all information requested below. Incomplete applications will be returned.

USER FEE GUIDELINES

1. "User fees" in these guidelines refers to the cost for an extra-curricular or co-curricular student activity or event which is provided by funding outside the school district. A "user fee" may include:
   (a) A fee paid by an individual student to participate in the activity;
   (b) Sponsorship with costs paid by a parent group or other group outside the school district; or
   (c) A combination of the above

2. "New supplemental positions" in these guidelines refers to positions which have not previously existed as well as those which previously existed but are no longer a part of the Board/LEA master agreement.

3. A parent group wishing to sponsor a student activity shall submit a proposal to start or continue the activity. The proposal shall be submitted to the Principal of the school (or the Assistant Superintendent for a district activity). Within ten work days, the Principal or Assistant Superintendent will recommend disposition to the Superintendent.

4. The recommendation shall include the salary or index for supplemental pay, extended time, or hourly rate following Board policy and the Board/LEA master agreement and considering:
   A. Duration of the program or activity
   B. Frequency of meetings, practices, or performances
   C. Number of weekend, evening, and holiday commitments
   D. Special training or qualifications of the faculty sponsor
   E. Scale of the production, performance, competition
   F. Number of students involved

   Salary for a position not in the current master agreement shall be based on an index established following review of the position by a standing subcommittee of Board/LEA negotiating team members.

5. Upon activity approval, the Principal or Assistant Superintendent shall post a supplemental position vacancy. Applicants shall be considered and selected according to district procedures consistent with the Board/LEA master agreement.

6. Approval will assure completion of the activity for the current school year only. A new application shall be required to continue the activity for the following year (by August 1 for resuming an activity at the start of the school year).

7. A person employed to conduct a student activity listed in the Board/LEA master agreement shall be employed through the school district.

8. The cost for a student activity shall be paid in full prior to starting or continuing the activity.

9. User fees are determined by the cost of the supplemental contract for staff time. Transportation costs required for the activity may be included as appropriate. User fees shall not include facility use, equipment, or uniform costs.

10. For a group-sponsored activity which includes admission charges and/or other receipts, the sponsoring group shall assume responsibility for collecting receipts and depositing them with the district Treasurer for the general (activity) fund.

11. For an activity not group-sponsored, the supplemental position employee shall assume responsibility collecting student fees and depositing them with the district Treasurer for the general (activity) fund.

12. Provision for fees of students unable to pay shall be made by the sponsoring parent group which will determine students to be supported and provide the financial support.

13. A sponsoring group may not select for funding among the events of an activity (e.g., performance but not practice).

14. Corporate sponsorship of student activities shall be permitted through a recognized school support group commencing in the 1996-97 school year. The school support group may decline any corporate sponsorship. All sponsorship shall be subject to review and approval of a district representative.

15. Written notice of disapproval of a requested student activity shall include reason(s) for the disapproval. The disapproval may be appealed to the Principal or Assistant Superintendent by resubmitting an application addressing the stated reason(s) for disapproval.

SUBSTANCE ABUSE PROGRAMS

1 **BETHESDA HOSPITAL**
Alcohol and Drug Treatment Program
Out-Patient and Family Services – Blue Ash
11305 Reed Hartman Highway, Suite 106, Cincinnati, OH 45241
(513) 489-6011

2 **CHRIST HOSPITAL**
Alcohol and Drug Center
2223 Auburn Avenue, Cincinnati, OH 45219
(513) 369-1116

3 **EMERSON NORTH HOSPITAL**
5642 Hamilton Avenue, Cincinnati, OH 45224
(513) 541-0135

4 **DRUG COUNSELING SERVICES OF BUTLER COUNTY**
1475 Pleasant Avenue, Hamilton, OH 45015
(513) 867-1100

5 **DRUG COUNSELING SERVICES OF BUTLER COUNTY**
1001 Reinartz Blvd., Middletown, OH 45042
(513) 424-3505

6 **HORIZON'S IN-PATIENT CENTER**
Adult Recovery Program
630 Eaton Avenue, Hamilton, OH 45013
(513) 867-2280

7 **HORIZON'S OUT-PATIENT RECOVERY PROGRAM**
1140 Hamilton Avenue, Suite 200, Cincinnati, OH 45231
(513) 851-2202

8 **GOOD SAMARITAN HOSPITAL AND HEALTH CENTER**
4780 Salem Avenue, Dayton, OH 45416
(937) 276-5031 (In-Patient)
(937) 276-5909 (Out-Patient)

9. **JEWISH HOSPITAL OF CINCINNATI, INC.**
3200 Burnet Avenue, Cincinnati, OH 45229
(513) 569-2473

10. **MIDDLETOWN REGIONAL HOSPITAL**
"First Step" Recovery Center
105 McKnight Drive, Middletown, OH 45044
(513) 424-2111

11. **ST. ELIZABETH MEDICAL CENTER**
Chemical Dependency Unit
401 East 20th Street, Covington, KY 41014
(606) 292-4148

APPENDIX H: FAC MINUTES FORMAT

Faculty/Staff Advisory Committee Minutes

Building_____ ____Faculty/____Staff Committee

Meeting Date_____ Time_____ Location_____

Participants:

Statement of concern/issue: Discussion (brief summary): Resolution/Plan for resolution:
Statement of concern/issue: Discussion (brief summary): Resolution/Plan for resolution:
Statement of concern/issue: Discussion (brief summary): Resolution/Plan for resolution:
Statement of concern/issue: Discussion (brief summary): Resolution/Plan for resolution:

(Attach pages as necessary, using the prescribed format) Distribution: Faculty/Staff (post), LEA President, LSSA President (if staff committee), Superintendent

LAKOTA EDUCATION ASSOCIATION
Sick Leave Bank Application for Use

Date_____

Name_____ Phone_____

Lakota Identification Number_____

School_____

Home Address _____

_____

1. Date of last full day at work prior to illness_____

2. Date projected to return full time_____ part time_____

3. Days requested_____ (subtract line 2 from line 1)

Nature of illness_____

_____

_____

A medical statement from a licensed physician must accompany this application. Said statement must be dated and signed by the physician; must explain the cause of the extended illness/disability; verification of work days missed; date employee is permitted to return to work on a restriction-free basis.

****

For SBC use: _____ _____ days have been approved

_____ Disapproved Reason:_____

_____

_____

Please return application to:

Sick Leave Bank Chairperson

_____
Chairperson, Sick Leave Bank

LAKOTA EDUCATION ASSOCIATION
Sick Leave Bank Authorization

Date _____

I, _____, authorize the Treasurer to withdraw one day of my sick leave days and credit it to the sick Leave Bank in my name.

Furthermore:

In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for the benefits in the Bank, as a condition to such application, agree in writing substantially as follows:

I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Leave Bank Board. All decisions of the Sick Leave bank Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless the Lakota Board of Education, the Lakota Education Association, the Sick Leave Bank Board, and all agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against them with respect to a decision made by any of them concerning this application.

_____
Teacher's Signature

_____
Lakota Identification Number

_____
School Assignment

Submit two (2) copies of this authorization form to the Sick Leave Bank Committee Chairperson.

DOCUMENTATION OF ORAL REPRIMAND

LAKOTA LOCAL SCHOOL DISTRICT

NAME OF TEACHER _____ POSITION _____ DATE _____

SCHOOL _____ NAME OF SUPERVISOR _____

TEACHER ACCOMPANIED BY: _____

SECTION FOR SUPERVISOR:	Briefly state the problem or incident, indicating the discussion which occurred in a meeting with the teacher and a representative of his/her choice.
	(If additional space is needed, use other side.)
What is the expectation for future situations?	

A copy of this record will become a part of the personnel file.

DATE _____ SUPERVISOR'S SIGNATURE _____

DATE _____ TEACHER'S SIGNATURE _____

(CHECK IF TEACHER'S RESPONSE IS ATTACHED)

At the request of the bargaining unit member, all copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.

LAKOTA EDUCATION ASSOCIATION
Job Share Application

Partner Name_____ AM or PM

Partner Name_____ AM or PM

School_____ Grade/Subject Assignment_____

Date of Proposal_____

Please address how each of you will address the following areas:

Planning Time/Duty Assignments: _____

_____

_____

_____

_____

Over Lap Time: _____

_____

_____

_____

_____

Communications – (i.e. – with partner, administrators, team members, and parents): _____

_____

_____

_____

_____

_____

LAKOTA EDUCATION ASSOCIATION
Job Share Application

Meetings – (i.e. – parent conferences, faculty, IEP/SST, professional days):

Classroom Discipline/Discipline Plan:

Grading/Student Records (e.g. – progress reports, report cards):

Other responsibilities specific to your assignment that may arise during the year (e.g. – special education case loads, field trips, etc.):

Teacher Signatures:

Principal/Immediate Supervisor Signature:

Human Resources:

Application Approved: Application Denied:

JOB SHARE ASSESSMENT
Teacher's Reflective Statement

Teacher's Name _____ Partner's Name_____

Reflective Statement of Teacher
Describe the positive *results* of the Job Share for students and partner:
What was learned from this Job Share?
Changes for consideration for future Job Share *opportunities*:

Administrator _____ Date_____ Teacher_____ Date_____

(Signature represents completion of the job share assessment process, not necessarily consensus.)

Job Share – Administrative Assessment Report

Job share Partners _____ Evaluator's Name_____

Evaluator Summary
:

Administrator _____ Date_____ Teacher_____ Date_____

(Signature represents completion of the job share assessment process, not necessarily consensus.)

LAKOTA EDUCATION ASSOCIATION
Family Medical Leave Act

The Family Medical Leave Act (FMLA) applies to employers who employ 50 or more employees and public agencies. Covered employers are required to provide eligible employees up to 12 weeks of unpaid leave each year for:

1) The birth of a child
2) The placement of an adopted or foster child
3) To care for a child, spouse, or parent with a serious health condition
4) For the employee's own serious health condition
5) Leaves will be granted based on the employer's fiscal year (July 1st – June 30th)

The FMLA also requires covered employers to continue health benefits coverage during the leave. During this time, the covered employee is responsible for his/her share of the employee's healthcare contribution. After completion of the leave, the employee must be restored to the same or equivalent position.

Employee Eligibility:

To be eligible for FMLA leave, an employee must work for a covered employer and:

1) Have worked for the employer for at least 12 months
2) Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and
3) Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

LAKOTA EDUCATION ASSOCIATION, Butler County, Ohio
Sabbatical Leave Application Form

(Please return completed application to Principal or immediate supervisor.)

Name_____ Phone_____

Address_____
(Number . Street . City . State . Zip Code)

Birth Date_____ Employee ID: _____

Total Number of Years Taught_____ Years Taught in LLSD_____

Building_____ Grade or Subject_____

Degree(s) held: B.S._____ B.A._____ M.A._____ PH.D_____

Major Field of Study_____

Minor Field of Study_____

Requesting a Sabbatical for:

a) _____ First Semester – School Year 20_____
b) _____ Second Semester – School Year 20_____
c) _____ Both Semesters – School Year 20____/____

Reason for Sabbatical: Further education _____ Research_____

Please complete the following application sheets stating the professional goals and the course of study you will be pursuing during your sabbatical. Include the purpose of your leave and state how it will benefit the vision of the Lakota Local School District.

Received by:

Principal/Supervisor: _____ Date: _____

Superintendent: _____ Date: _____

Approved / Not Approved

Superintendent: _____ Date: _____

PERSONAL BACKGROUND:

State education and work done since earning your Bachelor's degree (no more than one page). Also indentify your involvement at the Lakota Local School District and building level in the area for which you are requesting the leave. Although not required, it is strongly suggested that references be sought from building and District personnel supporting your request for sabbatical leave.

PURPOSE OF YOUR LEAVE:

Supportive evidence (no more than one page) identifying an expressed need at the District and/or your building level which should be provided. State how this leave will benefit the Lakota Local School District (no more than one page). Specifically state what commitments you will make in order to ensure that the Lakota Local School District will realize these benefits (e.g., teacher exchange courses, in-service programs, committee work).

EDUCATION:

When applicable, list courses, as indicated below.

Course No.	Course Title	No. Credits	Name of University

RESEARCH:

Name of University/Supporting Agent_____

Professor/Coordinator_____pages).

Outline of the proposed project (no more than two pages).
Please obtain approval from professor/coordinator prior to submission of Sabbatical leave Request.

RESEARCH (continued):

MEMORANDUM OF UNDERSTANDING

This agreement entered into this 23rd day of August 2010, by and between the Lakota Local School District, hereinafter the "Board", the Lakota Education Association, hereinafter the "Association".

WHEAREAS the Board and the Association have executed a Collective Bargaining Agreement effective from July 1, 2010, to June 30, 2011, hereinafter the "Agreement" and;

WHEREAS the Board and the Association desire to clarify the process by which teachers shall be contracted and compensated for work done under Supplemental Contracts (hereinafter "Supplementals"). This memorandum refers to Article XXIV and Appendix F of the Agreement.

NOW THEREFORE BE IT RESOLVED that the Board and the Association agree to the following:

- **The Employee and supervising Principal are jointly responsible for sending all required documentation to Human Resources. The deadline for submission for activities commencing first semester shall be August 1st. The deadline for activities commencing second semester shall be February 1st. Failure to meet submission deadlines may result in delays in compensation.**
- **Human Resources shall provide Supplemental contracts for review by the employee no later than November 1 for activities commencing first semester and no later than April 1 for activities commencing second semester. The employee is responsible for reviewing and identifying any inaccuracies in the contract to Human Resources within two weeks of receipt of the contract.**
- **In some instances, teachers may be assigned time during the workday (duty time) to complete their Supplemental responsibilities. In this instance, two category ratings shall be subtracted from the scoring of the position for each duty period assigned outside the job description.**
- **The following is a comprehensive list of Supplemental Positions and their categories. This list supersedes the list of Supplementals on pages FA-1 through FA-4 of the Agreement. This list shall be incorporated into the next Contract.**
- **In the Funding Source column in the following tables, "Self-Funded" shall mean either, 1) funds are generated through fund-raising and/or student participation fees, or 2) funds come from a Building's General Fund (001 Account). It is the responsibility of the supervising Principal to determine how the position will be funded, and to inform the activity sponsor about the funding at the time the position is offered to the employee.**

Job Code and Title	Category	Funding Source
8002 - DIST SPEC ED COACH	7	District
8006 - HS ACAD QUIZ TEAM COACH	4	District
8007 - HS ACAD QUIZ ASST COACH	3	District
8008 - HS BASEBALL VAR HD COACH	8	District
8009 - HS BASEBALL VAR ASSTCOACH	6	District
8010 - HS BASEBALL RESERVE COACH	6	District
8011 - HS BASKBALL VAR HD CH B/G	9	District
8012 - HS BASKBALL B/G V ASST CH	7	District
8013 - HS BASKBALL RESRVE CH B/G	7	District
8016 - HS BASKBALL V CHEER COACH	6	District
8017 - HS BASKBALL RSV CHEER CCH	5	District
8019 - HS CHESS TEAM COACH	4	District
8021 - HS CRS CNTRY VAR CCH B/G	7	District
8022 - HS CRS CNTRY V AST CH B/G	5	District
8024 - HS DIVING COACH	4	District
8025 - HS FOOTBALL VAR HD COACH	9	District
8026 - HS FOOTBALL VAR AST COACH	7	District
8028 - HS FOOTBALL V CHEER COACH	6	District
8029 - HS FOOTBALL RV CHEER COAC	5	District
8030 - HS GOLF VAR COACH B/G	6	District
8031 - HS GOLF RSV COACH B/G	5	District
8032 - HS GYMNASTICS COACH	7	District
8033 - HS GYMNASTICS V AST COACH	5	District
8035 - HS SOC VAR HD COACH B/G	9	District
8036 - HS SOC VAR AST COACH B/G	7	District
8037 - HS SOCCER RSV COACH B/G	7	District
8038 - HS SOFTBALL VAR HD COACH	8	District
8039 - HS SOFTBALL VAR AST COACH	6	District
8040 - HS SOFTBALL RSV COACH	6	District
8043 - HS SWIM VAR HD COACH B/G	7	District
8044 - HS SWIM VAR AST CCH B/G	5	District
8045 - HS TENNIS HD COACH B/G	5	District
8046 - HS TENNIS RSV COACH B/G	4	District
8047 - HS TRACK COACH B/G	9	District
8048 - HS TRACK AST COACH B/G	7	District
8049 - HS VOLLEYBALL HEAD COACH	8	District
8050 - HS VOLLEYBALL V AST COACH	6	District
8051 - HS VOLLEYBALL RSV COACH	6	District
8052 - HS WRESTLING VAR HD COACH	9	District
8053 - HS WRESTLING V AST COACH	7	District
8054 - HS WRESTLING RSV COACH	7	District
8057 - FS ATHLETIC DIRECTOR	6	District
8058 - FS ATHLETIC TRAINER	7	District
8059 - FS BASEBALL COACH	5	District
8060 - FS BASKETBALL HEAD COACH	6	District
8061 - FS BASKETBALL CHEER COACH	5	District
8062 - FS FOOTBALL HEAD COACH	6	District
8063 - FS FOOTBALL ASST COACH	5	District
8064 - FS FOOTBALL CHEER COACH	5	District
8065 - FS SOFTBALL COACH	5	District
8066 - FS VOLLEYBALL COACH	5	District
8067 - FS WRESTLING HEAD COACH	6	District
8068 - FS WRESTLING ASST COACH	5	District

Job Code and Title	Category	Funding Source
8070 - JS ATHLETIC DIRECTOR	10	District
8072 - JS BASKETBALL 8 COACH B/G	5	District
8073 - JS BASKBALL CHEER 8 COACH	4	District
8074 - JS BASKETBALL 7 COACH	5	District
8075 - JS BASKBALL CHEER 7 COACH	4	District
8076 - JS CRS CNTRY COACH B/G	3	District
8077 - JS CROSS CNTRY ASST B/G	2	District
8078 - JS FOOTBALL 8 HEAD COACH	5	District
8079 - JS FOOTBALL 8 ASST COACH	4	District
8080 - JS FOOTBALL CHEER 8 COACH	4	District
8081 - JS FOOTBALL 7 HEAD COACH	5	District
8082 - JS FOOTBALL 7 ASST COACH	4	District
8083 - JS FOOTBALL CHEER 7 COACH	4	District
8084 - JS GOLF COACH B/G	4	District
8086 - JS TENNIS COACH B/G	3	District
8087 - JS TRACK HEAD COACH B/G	5	District
8088 - JS TRACK ASST COACH B/G	4	District
8089 - JS VOLLEYBALL 8 COACH	4	District
8091 - JS WRESTLING HEAD COACH	5	District
8092 - JS WRESTLING ASST COACH	4	District
8093 - JS WRESTLING CHEER COACH	4	District
8209 – JUNIOR CLASS ADVISOR	4	Self-Funded
8211 – MU ALPHA THETA ADVISOR	6	Self-Funded
8212 – MULTICULTURAL CLUB ADVISOR	5	Self-Funded
8213 – NATIONAL HONOR SOCIETY ADVISOR	5	Self-Funded
8214 – HS NEWSPAPER ADVISOR	8	District
8217 – HS PRINT AND PUBL DIR	3	Self-Funded
8218 – RADIO STATION DIRECTOR	9	District
8219 SENIOR CLASS ADVISOR	5	Self-Funded
8221 - STUDENT GOVERNMENT ADVISOR	5	District
8224 - YEARBOOK ADVISOR	6	District
8225 FS STUDENT COUNCIL	3	Self-Funded
8226 - FS YEARBOOK ADVISOR	4	District
8227 FRESHMAN CLASS SPONSOR	3	Self-Funded
8232 JS STUDENT COUNCIL	4	Self-Funded
8233 – JS YEARBOOK SPONSOR	3	Self-Funded
8235 ES STUDENT COUNCIL	2	Self-Funded
8236 - ASST PEER COUNSELING	5	Self-Funded
8302 - GRD LVL DEPT CHAIR 3-5 FTE	4	District
8303 - GRD LVL DEPT CHAIR 6-9 FTE	5	District
8304 - GRD LVL DEPT CHAIR 10-13 FTE	6	District
8310 - JS NATL HONOR SOCIETY	4	Self-Funded

Job Code and Title	Category	Funding Source
8350 - HS THEATER ASST DIRECTOR/COORDINATOR	7	Self-Funded
8353 - HS COLOR GUARD DIRECTOR	9	District
8355 - HS CHORAL DIRECTOR	4	District
8356 - MARCHING BAND ASSISTANT DIRECTOR	9	District
8357 - MARCHING BAND DIRECTOR	11	District
8358 - HS PLAY MUSICAL DIRECTOR	4	District
8360 - HS ASST THEATER DIRECTOR	7	Self-Funded
8361 - HS THEATER DIRECTOR/COORDINATOR	9	District
8362 - HS THEATER TECH DIRECTOR	5	District
8363 - HS THEATER VOCAL DIRECTOR	4	Self-Funded
8366 - JS BAND DIRECTOR	5	District
8367 - JS CHORAL DIRECTOR	4	District
8372 - GRD LVL DEPT CHAIR 14-22 FTE	7	District
8373 - GRD LVL DEPT CHAIR >22 FTE	8	District
8376 - HS MARCHING BAND SECTION DIRECTORS	6	District
8403 - HS PEP BAND DIRECTOR	4	Self-Funded
8404 - HS SPANISH CLUB SPONSOR	5	Self-Funded
8405 - HS FRENCH CLUB SPONSOR	4	Self-Funded
8406 - HS GERMAN CLUB SPONSOR	4	Self-Funded
8408 - HS MOCK TRIAL ADVISOR	5	Self-Funded
8409 - HS CHOREOGRAPHER	4	Self-Funded
8411 - HS JAZZ BAND DIR	6	District
8412 - HS LITERARY MAGAZINE ADVISOR	3	Self-Funded
8416 - HS JR STATE OF AMERICA ADVISOR	5	Self-Funded
8417 - HS THUNDER CLUB ADVISER	4	Self-Funded
8418 - HS ART CLUB ADVISOR	5	Self-Funded
8419 - HS MENTOR COORDINATOR LEHS	2	Self-Funded
8425 - HS CONCERT BAND CO-DIRECTOR	5	District
8426 - HS DANCE TEAM COACH	7	Self-Funded
8428 - LATIN CLUB ADVISOR	5	Self-Funded
8429 - JS NEWSPAPER SPONSOR	4	Self-Funded
8439 - HS WEBSITE COORDINATOR	4	District
8442 - VARSITY CLUB ADVISOR	2	Self-Funded
8453 - JS DANCELINE	3	Self-Funded
8454 - JS ACADEMIC AWARDS DIRECTOR	1	Self-Funded
8456 - JS DRAMA CLUB ADVISOR	4	Self-Funded

Job Code and Title	Category	Funding Source
8462 - COMPUTER CLUB INSTR	2	Self-Funded
8466 - POWER OF THE PEN	4	Self-Funded
8469 - JS MATH TEAM COACH	4	Self-Funded
8479 - INTERVENTION INSTRUCTOR	2	Self-Funded
8482 - CHESS CLUB SPONSOR 7-8	3	Self-Funded
8493 - ACADEMIC AWARDS COORDINATOR	1	Self-Funded
8499 - JS WEB PAGE	4	Self-Funded
8501 - SCIENCE OLYMPIAD COACH (10-12)	3	Self-Funded
8503 - JS INTRAMURAL DIRECTOR	2	Self-Funded
8514 - ECC YEARBOOK SPONSOR	2	Self-Funded
8516 - ES INTRAMURAL DIRECTOR	3	Self-Funded
8528 - ES INTRAMURAL DIR	3	Self-Funded
8534 - ELEM SCHOOL NEWSPAPER	2	Self-Funded
8541 - ES MATH CLUB SPONSOR	4	Self-Funded
8585 - HOMEWORK CLUB ADVISOR	2	Self-Funded
8588 - ES WEB PAGE MANAGER	3	Self-Funded
8592 - ES PUBLICITY COORDINATOR	1	Self-Funded
8616 - ASST DANCE TEAM COACH	5	Self-Funded
8617 – JS ROBOTICS TEAM COACH	4	Self-Funded
8618 - LPDC CHAIRPERSON	5	District
8619 - ES ART CLUB SPONSOR	3	Self-Funded
8665 - JS TEACHING TEAM	2	Self-Funded
8673 - SCRAPBOOKING COORDINATOR	2	Self-Funded
8675 - ASST MENTOR COORDINATOR	1	Self-Funded
8676 - ADVISOR FOR TRANSFORMING A GEN GROUP	5	Self-Funded
8677 - ES CHESS CLUB	3	Self-Funded
8678 – HS E-CLUB (ENVIRONMENTAL)	3	Self-Funded
8991 - EXT. SERV DYS	0	District

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2011.

For the Board

Joan W. Powell 8/23/10

Joan Powell, President of the BOE date

For the Association

Sharon Mays 8/26/10

Sharon Mays, President date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

MEMORANDUM OF UNDERSTANDING

This agreement entered into this 23rd day of August 2010, by and between the Lakota Local School District, hereinafter the "Board", the Lakota Education Association, hereinafter the "Association".

WHEAREAS the Board and the Association have executed a Collective Bargaining Agreement effective from July 1, 2010 to June 30, 2012, the second year of which is dependent upon District Officials' ability to certify the contract, hereinafter the "Agreement" and;

WHEREAS the Board and the Association have a mutual interest in identifying and implementing cost saving measures for the District. This memorandum refers to Articles XII and XVIII of the Agreement.

NOW THEREFORE BE IT RESOLVED that the Board and the Association agree to the following for the 2010-11 and 2011-12 school years:

:

- **Section 12.0702 of the Agreement, which relates to the employment of Instructional Aides, shall be suspended.**
- **Section 18.0701 of the Agreement, which relates to Tuition Reimbursement for Teachers, shall be suspended contingent upon the Board suspending Administrative Tuition Reimbursement.**
- **Section 18.0801 of the Agreement, which relates to the Teacher Development Fund, shall be suspended contingent upon the Board suspending the Administrative Development Fund. While no new funds shall be set aside for this purpose, any funds remaining from previous years shall remain available for use as delineated in the remainder of Section 18.08.**
- **In the event that the Agreement is not certified and implemented for the second year (July 1, 2011 – June 30, 2012), all terms and conditions of this Memorandum relating to the second year shall be considered null and void.**

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2012.

For the Board

Joan W. Powell 8/23/10

Joan Powell, President of the BOE date

For the Association

Sharon Mays 8/24/10

Sharon Mays, President date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

MEMORANDUM OF UNDERSTANDING
"Enhanced" 7-Period Day

For the purpose of implementing the "enhanced" seven-period day at the high schools, it is agreed that certain provisions specified below will be reinstated or initiated. The parties have agreed to the following:

1. The regular school day shall be divided into seven (7) periods.

2. Teachers shall be assigned to no more than five (5) academic periods and one (1) planning period and one (1) duty period per day except that each teacher who works at a high school which implements the "enhanced" seven-period day shall be provided planning time equivalent to one regular period per day each week. In all cases, teachers not having a planning period on one blocked day shall be provided a double planning period during the opposite block day. Duty periods and planning periods will be scheduled on opposite extended days whenever possible.

3. The following definitions shall apply to a teacher's assignments:

    a. Academic period - includes a period where teachers are required to do any of the following:
        1. follow a curriculum
        2. keep and/or report grades
        3. provide daily lessons or instruction requiring planning, or
        4. provide planned remediation

    b. Duty period – Any non-instructional period assigned or any assigned instructional period that supports the regular curriculum but does not require teacher preplanning, initial content instruction, or keeping or reporting grades. Special or unique duty assignments shall be rotated each semester in order to offer opportunities to as many staff members throughout the year as possible. Rotation may continue into the following school year.

This memorandum shall expire on June 30, 2011.

Agreed

Sharon Mays, LEA — Date: 8/26/10

Joan Powell, LLSD — Date: 8/23/10

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and by counsel of the Board of Education.

MEMORANDUM OF UNDERSTANDING
LEA Executive Committee Stipends

Pursuant to Ohio Administrative Code Sections 3307-6-01 and 02, the District will, upon written request of the Lakota Education Association, assign the President, officers and Executive Board members of the LEA to conduct LEA business as permitted under the Ohio Revised Code 3307.77 for service to teacher professional organizations. These employees shall receive semi-annual stipends processed through the Lakota Payroll office. These stipends will be paid on or about December 1 and June 1 of the contract year. The total cost of the STRS contribution (both employee and employer) and any local, state and federal income taxes will be deducted from the stipend amount for each employee and the LEA shall remit to the Board the cost of the stipend two weeks prior to each installment date. There shall be no cost to the Board for this stipend.

The list of all employees governed by this memorandum will be submitted to the Treasurer of the Lakota Local School District by September 10th of each year. If there are any changes to this list, those changes will be sent to the Treasurer as soon as possible but no later than two weeks before the first scheduled payment.

This memorandum will continue unless revoked in writing by the Superintendent of the Lakota Local School District or by the President of the Lakota Education Association in their sole discretion. This memorandum shall expire on June 30, 2011.

Sharon Mays, LEA — 8/26/10 Date

Joan Powell, LLSD — 8/23/10 Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and by counsel of the Board of Education.

MEMORANDUM OF UNDERSTANDING
Entry Year Program and Mentoring

It is jointly agreed by the Lakota Education Association (LEA) and the Lakota Board of Education (Board) that there is value to District Implementation of Entry Year Teacher programs for teachers new to Lakota and for teachers new to the profession of teaching. The parties share mutual interests in this area which include:

1. Provide each Entry Year Teacher with a District orientation and training to support teaching and professional growth.
2. Designate for each Entry Year Teacher a Teacher-Mentor to enforce and further the goals of orientation and training; and
3. Assure Teacher-Mentor participation in training and documentation of roles in training and follow-up.

It is a joint effort to design, develop, and recommend guidelines for implementing a District professional development plan incorporating the mutual interests specified above. A joint LEA-Board Task Force on Professional Development Planning has been formed with an equal number of members appointed by the Superintendent and the President of the LEA. The Task Force on Professional Development Planning continues to monitor and advise on the Entry Year Teacher programs and support the following additions to Article XX of the master agreement between the LEA and the Board:

1. Entry Year Teachers are those teachers new to the District as well as those new to the profession of teaching;
2. All Entry Year Teachers are required to attend and participate in all induction sessions and all follow-up meetings designed and provided for Entry Year Teachers;
3. Teacher Mentors with assignments to Entry Year Teachers are required to attend and participate in designated induction sessions and all follow-up meetings designed and provided for Entry Year Teachers;
4. Each Teacher-Mentor shall conduct a minimum of four observations of the Entry Year Teacher to whom he or she is assigned;
5. Each Teacher-Mentor shall maintain a log of meetings, observations and conferences with the Entry Year Teacher to whom he or she is assigned;
6. Each bargaining unit member fulfilling the role and requirements throughout the school year shall receive compensation of $1,000 for a Teacher-Mentor.

All other rights and provisions of the master agreement shall remain in full force and this memorandum shall expire on June 30, 2011.

Sharon Mays, LEA — 8/26/10 Date

Joan Powell, LLSD — 8/23/10 Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and by counsel of the Board of Education.

MEMORANDUM OF UNDERSTANDING
Flex Time

It is recognized by the Lakota Board of Education and by the Lakota Education Association there may be occasions in which additional learning opportunities for students or supervision duty are possible before or after the regular student day. There is an interest in exploring such opportunities by flexing individual bargaining member's regular work schedule within a 7.5-hour workday.

Individual member schedules may be flexed before or after school to provide students with additional learning opportunities or for supervision duty. This alternate schedule must be agreed upon by the building principal and the individual member and cannot violate any other working conditions as defined in the master agreement.

Flex time shall not replace existing supplemental positions. All other rights and provisions of the master agreement shall remain in full force and this memorandum shall expire on June 30, 2011.

Sharon Mays, LEA — 8/26/10 Date

Joan Powell, LLSD — 8/23/10 Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and by counsel of the Board of Education.

MEMORANDUM OF UNDERSTANDING

This agreement entered into this 23rd day of August 2010, by and between the Lakota Local School District, hereinafter the "Board", the Lakota Education Association, hereinafter the "Association".

WHEAREAS the Board and the Association have executed a Collective Bargaining Agreement effective from July 1, 2010 to June 30, 2011, hereinafter the "Agreement" and;

WHEREAS the Board and the Association have a mutual interest in maintaining the performance aspects of the music curriculum, while supporting current District cost-saving initiatives. This memorandum refers to Section 18.05, Article XXIV, Appendix D-1 and Appendix F of the Agreement.

NOW THEREFORE BE IT RESOLVED that the Board and the Association agree to the following:

- **For the 2010-11 School year, Directors of Music programs whose curriculum stipulates performances outside the traditional school day shall be compensated through Extended Days.**
- **Compensation for these Extended Days shall be computed using the formula delineated in Section 18.05 of the Agreement.**
- **The Extended Days for each position listed below shall supersede the Supplemental categories as defined in Appendix F of the Agreement, as well as any previously-dated Memorandum.**
- **Affected individuals shall continue to accumulate years of experience for the purpose of traditional Supplemental contracts.**
- **Extended Days listed below for Junior High positions refer to a specific school. For individuals serving more than one school, the number of days shall be multiplied by the number of schools served. At the High School level, the number of days specified includes performances at both the Freshman and Main Campuses.**
- **Additional concerts may be scheduled by mutual agreement between the Building Principal and Director. Compensation for additional concerts shall be four (4) hours at the standard hourly rate ($27/hr. + benefits; see Appendix D-1 of the Agreement). Funding for additional concerts shall <u>not</u> come from the Building's General Fund (001 Account).**

Position	Required Performances	Total Number of Extended Days
Junior High Band	3 Concerts – 1.5 day 2 Jazz Festivals – 1.0 days	2.5
Junior High Vocal	OMEA District Large Group – 0.5 day OMEA Solo/Ensemble – 1.0 day 2 Concerts – 1.0 day	2.5
High School Band	OMEA District Large Group – 1.5 day OMEA State Large Group – 1.5 day OMEA Solo/Ensemble – 1.0 day 2 9th Grade Concerts – 1.0 day 2 10-12th Grade Concerts – 1.0 day Commencement – 1.0 day	7.0
High School Vocal	OMEA District Large Group – 1.5 day OMEA State Large Group – 1.5 day OMEA Solo/Ensemble – 1.0 day 2 9th Grade Concerts – 1.0 day 2 10-12th Grade Concerts – 1.0 day Bacc./Commencement – 1.5 days	7.5
HS Jazz Band	4 Concerts – 2.0 days 2 Competitions – 2.0 days	4.0

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2011.

For the Board

Joan W. Powell 8/23/10

Joan Powell, President of the BOE date

For the Association

Sharon Mays 8/26/10

Sharon Mays, President date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

MEMORANDUM OF UNDERSTANDING

This agreement entered into this 23rd day of August 2010, by and between the Lakota Local School District, hereinafter the "Board", the Lakota Education Association, hereinafter the "Association".

WHEAREAS the Board and the Association have executed a Collective Bargaining Agreement effective from July 1, 2010 to June 30, 2011, hereinafter the "Agreement" and;

WHEREAS the Board and the Association desire to clarify the responsibilities and compensation for the Lakota Professional Development Committee Chairperson, hereinafter the "LPDC Chairperson." This memorandum refers to Sections XVIII, XXIV and XXV and Appendix E-1 of the Agreement. This memorandum supersedes any memorandum with a previous or concurrent agreement date relating to Supplemental positions, specifically to the LPDC Chair position.

NOW THEREFORE BE IT RESOLVED that the Board and the Association agree to the following:

- **The qualifications and responsibilities for the LPDC Chairperson shall be as described in the "LPDC Chairperson" Proposal for Supplemental Position dated and approved by the joint LEA – Board Supplemental Committee on July 23, 2009, which is on file in the Lakota Human Resources Department..**
- **The LPDC Chairperson shall be compensated with a Category 5 Supplemental salary, commensurate with his/her experience in the position.**
- **The LPDC Chairperson shall be provided ten (10) additional workdays outside the school year with corresponding compensation as per 18.0106 of the Agreement.**
- **Additionally, the LPDC Chairperson shall be provide three (3) release periods (two non-teaching periods and one duty period) during the workday in which to complete requirements of the position. The Chairperson shall have a separate planning period.**
- **The LPDC Chairperson shall be provided a home-based location with access to all communication systems in his/her home building for the duration of the release.**
- **The LPDC Chairperson shall suffer as a result of this release no loss in salary, fringe benefits, seniority, contractual benefits or statutory benefits to which he/she would have been entitled had he/she worked his/her normal schedule prior to receiving the release.**

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2011.

For the Board

Joan W. Powell 8/23/10

Joan Powell, President of the BOE date

For the Association

Sharon Mays 8/26/10

Sharon Mays, President date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

MEMORANDUM OF UNDERSTANDING
"Salary Schedule/Compensation Committee"

WHEREAS the Board and the Association have come to a mutual agreement to explore issues related to merit-based pay, salary schedules, Race-to-the-Top, and the salary structure's long-term financial viability of the District, a joint committee will be formed.

The committee shall be comprised of four (4) LEA Members (as appointed by the Association President) and four (4) Management Members (as appointed by the Superintendent). The committee may bring in additional resources as needed.

BE IT RESOLVED that this committee is charged with:

- Reporting progress to the Labor Management Committee on a bi-monthly basis.
- Submitting a final report to the Labor Management Committee by October, 2011.
- Submitting a final report to the Board of Education.

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2012.

For the Board

Joan W. Powell 8/23/10

Joan Powell, President of the BOE date

For the Association

Sharon Mays 8/26/10

Sharon Mays, President date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

MEMORANDUM OF UNDERSTANDING
"Healthcare Exploratory Committee"

WHEREAS the Board and the Association have come to a mutual agreement to explore issues related to High Deductible Plans (HDP), Healthcare Savings Accounts (HSA), Health Reimbursement Accounts (HRA), consortium options and self-funding options for healthcare, a joint committee will be formed.

The committee shall be comprised of four (4) LEA Members (as appointed by the Association President) and four (4) Management Members (as appointed by the Superintendent). Four (4) LSSA Members (as appointed by the LSSA President) shall be invited to participate. The committee may bring in additional resources as needed.

BE IT RESOLVED that this committee is charged with:

- Reporting progress to the Labor Management Committee on a bi-monthly basis.
- Submitting a final report to the Labor Management Committee by March, 2011.
- Submitting a final report to the Board of Education.

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2011.

For the Board

Joan W. Powell 8/23/10

Joan Powell, President of the BOE date

For the Association

Sharon Mays 8/26/10

Sharon Mays, President date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

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STATE EMPLOYMENT
RELATIONS BOARD

2008 AUG 27 A 11: 21

OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

NEGOTIATED AGREEMENT

BETWEEN

OLENTANGY TEACHERS ASSOCIATION

AND

OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

FOR THE PERIOD

JULY 1, 2008 THROUGH JUNE 30, 2011

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ARTICLE 1

Signatures

This Master Agreement shall become effective at 12:01 a.m. on July 1, 2008 and shall continue in full force and effect until midnight, June 30, 2011.

Executed as of the 30th day of April, 2008.

OLENTANGY TEACHERS ASSOCIATION

Negotiating Chairperson:

Elaine K. Edel
President

Elaine K. Edel

Other Members:

Robert H. Giffith

M Bathhalter

Jennifer C Bracey

Danielle G. DiOnofrio

BOARD OF EDUCATION,
OLENTANGY LOCAL SCHOOLS

Scott Galla
President

Rebecca Jenkins
Treasurer

Jennifer Moore
Interim Superintendent

ARTICLE 2

Recognition

A. The Board of Education of the Olentangy Local School District, Lewis Center, Ohio, hereafter called the Board, hereby recognizes the Olentangy Teachers Association, an OEA/NEA affiliate, hereafter called the OTA, as the exclusive bargaining agent for the certified teachers (including school nurses), excluding administrators, substitutes, and hourly paid tutors, (hereafter called the teachers).

B. Both parties agree that the right exists to join, participate in, or to refrain from joining or participating in any organization without intimidation or coercion. Membership in any organization shall not be a condition of employment or continued employment for any teacher.

C. Certified personnel whose positions are funded predominantly or entirely with auxiliary services funding from the state shall not be in a bargaining unit. If and when such persons become part of the bargaining unit, they shall begin with no seniority.

ARTICLE 3

Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural the singular, and words, whether in the masculine or feminine, shall be construed to include all said genders.

ARTICLE 4

Equal Opportunity

Except as may be required by applicable law, state or federal regulation, or provisions of the Board's affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination or intimidation against any professional staff member as a result of, or because of such staff member's race, color, creed, sex, age, national origin, religion and disability. No professional staff member shall be required to become a member of the OTA or any other teacher organization as a condition for securing or retaining employment with the Board.

ARTICLE 5

Scope of Negotiations

A. Matters Subject to Collective Bargaining

The scope of the parties' duty to bargain is the scope provided in Ohio law.

B. Matters Outside Collective Bargaining

The Board of Education and administration reserve to themselves the management rights recognized by Ohio law.

ARTICLE 6

Bargaining Procedures

A. The Board and the OTA shall each designate a bargaining team during each year in which bargaining is to be conducted and notify the other, in writing, of its composition by the first bargaining session. Each team shall consist of not more than five (5) members including one (1) alternate. All bargaining shall be conducted exclusively between the teams. This does not preclude consultations with constituency or outside consultants. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually agree to bargain in good faith.

B. Between March 1 and March 30 in any calendar year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence negotiations. Within fifteen (15) calendar days, the teams shall schedule the time of their first meeting. At the first meeting, each team shall exchange their full proposals. No further items for negotiation shall be included subsequently without mutual consent.

C. Time Limits

1. Either party may call caucuses during negotiations.

2. If agreement is not reached on items being negotiated within sixty (60) calendar days after the first meeting, the provisions of Article 7 will be implemented.

3. Any time limits on negotiations may be established by mutual agreement.

D. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

E. While negotiations are in progress, there shall be mutual agreement on any releases given to the news media.

F. The bargaining teams shall have the authority to indicate tentative agreement pending final approval of an entire tentative agreement by the OTA within fifteen (15) calendar days of receipt, and by the Board within fifteen (15) calendar days following OTA approval. Following approval by both parties, the Agreement shall be binding on both parties for the duration of the contract period.

G. Meetings held under this procedure shall be conducted at a time and place which will offer a fair and reasonable opportunity for all persons entitled to be present to attend. Sessions may be scheduled by mutual agreement during school hours in accordance with Article 16.

ARTICLE 7

Procedure if Agreement is Not Reached

A. In the event negotiations are not completed within sixty (60) calendar days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Mediation shall begin as soon as the mediator is available. The mediator shall have the authority to call meetings.

B. If agreement is not reached within ten (10) calendar days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

ARTICLE 8

Evaluation

A. General Provisions for All Evaluations

1. One purpose of evaluation is to assist the teacher toward improved instruction. Another purpose is to provide information in making employment decisions.

2. Classroom observations of the work performance of a teacher for the purpose of written evaluation shall be conducted openly.

3. Teachers in their first year of employment with the District will be notified in writing at least twenty-four (24) hours in advance of their first formal observation. All other observations may be unannounced.

4. The evaluation shall take into account the total performance of the teacher in the areas of job description adopted by the Board.

5. There will be no classroom observations for evaluation purposes the day before Thanksgiving, winter or spring break, or the day after a teacher absence due to illness, unplanned personal leave or an emergency situation.

6. All teachers assigned to more than one building who are to be evaluated shall be notified which administrator will conduct his/her evaluation. In buildings with more than one administrator at the beginning of a school year for student instruction, a teacher by September 1 may request in writing that he/she be evaluated that school year by a different administrator than the administrator who evaluated the teacher during the preceding evaluation year. The written request must be filed by September 1 with the building principal. The administration will comply with the request unless prevented from doing so by unforeseeable circumstances. Subject to the preceding two sentences, the administration shall determine which administrator(s) evaluate a teacher.

7. The joint evaluation committee will submit evaluation instruments to the Director of Personnel for electronic posting.

8. Prior to the first observation of a teacher in his/her first year of employment in the District, an individual pre-observation conference is required. Such conference shall afford the administrator the opportunity to explain the evaluation process and expectations. Pre-observation conferences for succeeding observations are optional.

9. Teachers shall be given the opportunity to study the written evaluation for twenty-four (24) hours prior to the final evaluation conference which shall be held within seven (7) school days of the observation, or if more than one (1) observation, the last observation for the evaluation.

10. Upon the conclusion of the final evaluation conference both parties shall sign the evaluation form. The teacher's signature shall signify only that he/she has received the evaluation and does not necessarily imply agreement with the evaluation.

11. Teachers shall be given a copy of the final, signed evaluation within seven (7) school days of the final evaluation conference.

12. One copy of each written evaluation with all signatures and dates in place and with the teacher's comments, if any, attached, shall be placed in the teacher's personnel file.

13. The evaluation instrument will be reviewed and/or developed/revised, if requested in writing by either party, through a committee consisting of one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher selected by the OTA President, and three (3) administrators selected by the

Superintendent or his/her designee. Evaluation instruments shall be developed by the committee for non-traditional classroom teaching roles.

14. A plan for improvement shall be part of the evaluation instrument. The evaluator shall evaluate the teacher for overall improvements in the areas specified on the plan for improvement and where the previously observed deficiencies can be reevaluated. The draft plan for improvement will be created by the evaluator. The plan will be finalized by the evaluator after direct consultation and discussion with the teacher. Both parties must sign that the discussion has been held. This plan will include specific goals based on the deficiencies observed during the classroom observations, or otherwise documented, a means for achieving these goals, a timeline for achieving these goals and at least one (1) additional classroom observation beyond the required minimum. Such additional evaluations shall be at least ten (10) school days after the previous evaluation. Both parties shall sign and date this plan and attach it to the evaluation instrument and a copy will be given to the teacher. If new deficiencies occur for which an improvement plan has not been developed, an amended plan for improvement will be developed and at least one (1) other observation will take place.

B. Timelines and Process for Teachers whose Limited Contracts are Expiring at the End of the School Year.

1. There shall be at least one (1) written evaluation completed by the evaluator by January 15. A second evaluation will be required if non-renewal is a possibility. The second evaluation shall be conducted at least ten (10) school days after the first evaluation.

2. The evaluator shall provide a copy of the first evaluation to the teacher by January 25 and the second by April 10.

3. Each evaluation must include at least one (1) thirty (30) minute observation of the teacher and may include additional observations. A post-observation conference may be held following each observation prior to the administrator's writing of the final evaluation.

4. These deadlines will be extended by the number of days lost due to school closings, the absence of the teacher and the absence of the evaluator.

5. A teacher who is evaluated or claims he or she should be evaluated under Article 8, Section B above may file a grievance about the Board's or administration's compliance with this Article 8, but may not use or invoke the process set forth in O.R.C. 3319.11(G)(1-7). This Article 8 supersedes and replaces O.R.C. 3319.111 and O.R.C. 3319.11 with respect to 3319.11's references to O.R.C. 3319.111.

C. Timelines and Process for Evaluation of a Teacher on a Five (5) Year Limited or a Continuing Contract.

1. Teachers on a five (5) year limited or a continuing contract must be evaluated in writing at least once every three (3) years.

2. There shall be at least one classroom observation per evaluation of at least forty (40) minutes in length. A post-observation conference may be held following each observation prior to the administrator's writing of the final evaluation.

3. The written evaluation must be completed by May 15 (or the next school day).

ARTICLE 9

Grievance/Problem Procedure

A. "Grievance" is defined as a claim by a bargaining unit member, a group of bargaining unit members or the Association (hereinafter called the "Grievant") that there has been a violation, misinterpretation, or misapplication of the terms of this written Agreement.

B. "Grievant" is defined as a bargaining unit member, a group of bargaining unit members, or the Association acting on behalf of itself or a group of members. All members of a group must be similarly situated, and the facts and circumstances giving rise to the group grievance must be substantially the same for all members of the group.

C. A "day" shall be defined as any day that the District administrative offices are open for business, except that no day in July shall count as a day. It is also agreed that if, during the summer recess, the employee's immediate supervisor (at Level 1) or the Superintendent (at Level 2) is off work on a particular day, that day will not count as a day.

D. The time limits provided in this Article may be extended by written agreement of the parties.

E. If a grievant fails to file a written grievance by the stated deadline, then the grievance shall be considered waived.

F. A grievance may be withdrawn at any Level, but once withdrawn cannot be refiled.

G. The administration shall schedule hearings held under this procedure at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed. If the administration schedules any meetings under this Article during an employee's work hours, affected bargaining unit members will receive their regular salary for those times.

H. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as possible.

I. Upon written notification to the grievant, the administrator at any level may refer the grievance to a higher administrative level, in which case the second administrator's time to meet and respond shall be as though the referral is the filing of an appeal to the level of that administrator.

J. Any grievance not answered within the time limitations set forth in a particular level shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except Level 3 (Arbitration), which requires a specific written request by the Association to advance the grievance to arbitration.

K. In all levels of this procedure, the Grievant may have an Association representative at all hearings.

L. No reprisals shall be made against any party involved in the use of this grievance procedure.

M. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the use of this grievance procedure, except as provided in the final disposition of the grievance.

N. The OTA has the exclusive right to be present for the adjustment of any and all grievants.

O. Level 1

An employee must file a grievance, on the form attached to this Agreement as Appendix A, with the Principal or immediate supervisor within ten (10) days of the occurrence or within ten (10) days of when the grievant reasonably should have known of the act or condition on which the grievance is based. The principal or immediate supervisor shall meet with the grievant and respond to the grievance in writing held within ten (10) days of the filing.

P. Level 2

If the grievant is not satisfied with the response at Level 1, the grievant may file a written appeal to the Superintendent or designee within ten (10) days of receipt of the Level 1 response. The Superintendent or designee shall meet with the grievant and provide a written response within ten (10) days of the filing.

Q. Level 3

If not satisfied with the written response at Level 2, the Association may within ten (10) days after the grievant's receipt of the Level 2 response, submit the grievance to arbitration by giving written notice to the Superintendent. The Association shall, within thirty (30) days, file the demand for arbitration with the American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method from a list of names submitted by AAA within ten (10) days after receipt of the list. Prior to striking names, either party may reject the list once and request AAA to submit another list. All other procedures shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall be requested to render a decision and award within thirty (30) calendar days following the hearing or submission of final briefs.

The decision of the arbitrator shall be final and binding for the aggrieved person, the Association and the Employer. The parties shall split the fees and expenses of the arbitrator.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for
arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion. He/she shall not limit or interfere with the powers, duties and responsibilities of the Board under Article 5 of this Agreement, applicable law, and state and federal regulations having the force and effect of law.

ARTICLE 10

Severance Pay

Upon retirement or death while under contract with the Board, teachers of the Olentangy Local School District shall be entitled to thirty percent (30%) of their unused sick leave accumulation. The severance benefit must be based on the individual's daily rate of pay at retirement.

"Retirement" shall be defined to mean actual retirement from employment as a teacher and eligibility for retirement benefits under the State Teachers' Retirement System. Daily value shall be determined by dividing basic salary earnings (exclusive of supplemental contracts or overtime) by the basic school year days specified for the position schedule retired from.

ARTICLE 11

Cumulative Sick Leave

A. General Rules Pertaining to Sick Leave

1. Each teacher shall earn one and one-quarter (1-1/4) days of sick leave per month of employment to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to three hundred (300) days.

2. Each new full-time teacher or teacher who has exhausted all of his sick leave, provided there is reasonable expectation that he will return to work after the sick leave is advanced, shall be credited with five (5) days of sick leave which may be used in case any such teacher is unable to work because of personal illness or death in his immediate family, after beginning his employment but before he has accumulated that amount of sick leave as provided in paragraph 1, above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which he may accumulate during the first year of service as provided in Paragraph 1, above.

3. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.

4. Absences for more than three (3) days on any single occasion may require additional documentation such as a doctor's certificate in the case of illness. The principal and Superintendent shall determine and evaluate such documentation.

5. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including dismissal.

B. Sick leave with pay may be used only for the following purposes:

1. Teacher's Illness

For absence of the teacher due to illness, pregnancy, injury or exposure to contagious disease which could be communicated to other teachers or school children.

2. Illness in Immediate Family

Members of the immediate family include father, mother, brother, sister, husband, wife, child, parent-in-law, or any member of the household who has stood in the same relationship with the teacher as any of these. The member of the immediate family must reside in the home of said teacher or live alone outside the home of said teacher, or be without a caregiver and reside outside the home of said teacher.

3. Death in the Immediate Family

For the purpose of paragraph 3, immediate family of the teacher is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, aunt, uncle, niece, nephew, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, legal guardian or foster or step-parents of the said teacher. Absence due to a death in the immediate family of a teacher shall not exceed three (3) consecutive school days unless special circumstances (such as travel distance or funeral responsibilities) require additional days. The principal and Superintendent shall determine whether a fourth and/or fifth day is required. Five (5) days shall be the maximum.

4. Childbirth

Use of sick leave for childbirth shall normally be approved for six (6) consecutive calendar weeks. Certification by a health care provider shall justify a longer period of leave.

5. Paternity Leave

A teacher may use paternity leave for purpose of spouse's pregnancy for a total of twenty (20) days post-delivery under the following circumstances:

a. Spouse must return to work immediately due to financial or job-related obligations;

b. The physical health of the mother and/or child warrants constant care at home which can be verified by physician's statement;

c. Additional sick days may be granted with documentation by a physician's written statement.

6. Adoption Leave

A teacher may use sick leave for the purpose of his or her adoption of a child for a total of six consecutive calendar weeks under the following circumstances:

a. As a requirement of the adoption agency and/or local, state, national, and international adoption regulations, with documentation from the appropriate agency;

b. The physical health of the child warrants constant care at home which can be verified by physician's statement.

C. Voluntary Sick Leave Bank

Any teacher may contribute to the sick leave bank program during the month of October of each school year by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank on a form prescribed by the Association President. This contribution period will only be opened when the number of days left in the sick leave bank falls below 25% of the number in the bargaining unit as of the preceding June 30.

The Sick Leave Bank Council (SLBC) shall review and determine the number of days which may be granted. The SLBC shall consist of four (4) members as follows: the President of the OTA, one other OTA member, the Superintendent or designee and the Director of Personnel. The decision of the SLBC is final and binding and is not grievable under Article 9 of this contract.

The procedures of the sick leave bank shall be as follows:

1. All teachers may apply for use of additional sick leave days by application to the SLBC by submission of application to the Superintendent.

   a. The SLBC shall be responsible for developing any forms that may be required and for keeping all necessary records.

   b. The SLBC shall formulate any regulations deemed necessary for the operation of this program.

   c. The SLBC shall notify the District Treasurer of the sick leave bank awards. The District Treasurer shall be responsible for the accounting of the sick leave bank days.

2. Teachers may apply for additional sick leave days from the sick leave bank after the following conditions have been met:

   a. Their own accumulated sick leave days have been exhausted, their advanced five (5) days of sick leave have been used, and they are not eligible for disability leave under State Teachers Retirement System and/or Workers' Compensation;

   b. The teacher shall submit in writing to the SLBC, the reasons for the request of additional sick leave bank days along with attending physician's statement pertinent to the member's request.

3. Only earned sick leave may be contributed to the bank. Advanced sick leave shall not be contributed to the bank.

4. The maximum number of days that can be granted to any teacher is thirty (30) working days per application. Upon request of the teacher, the SLBC may grant additional sick leave days if the request is justified.

5. Sick leave days shall only be used for the personal illness or injury of the teacher, the teacher's spouse, or a person who stands in the same relationship as the teacher's spouse, or the teacher's child. In the case of spouse or child, the maximum total number of days is thirty (30) working days. These days shall not be granted for any other personal illness or injury, including the individual's immediate family.

6. No recipient shall be required to replace these days.

7. Any sick leave days given to the program shall be forever forfeited by the donating teacher.

8. The OTA or Superintendent, on behalf of the teacher, may also apply for use of the sick leave bank.

9. Use of the sick leave bank shall not be construed as a condition for disability leave under the State Teacher's Retirement System or workers' compensation. Use of the sick leave bank shall not delay the effective date of disability retirement.

10. The SLBC shall meet and render a decision within ten (10) days of receipt of request.

11. Unused requested days shall be returned to the sick leave bank.

12. A teacher will not earn or accrue sick leave while using sick leave bank days.

ARTICLE 12

Leave of Absence – Unpaid

A. Teachers who have been employed in the Olentangy Schools for three (3) years may be granted a leave of absence for up to one (1) year for the purpose of participating in under-graduate and graduate programs related to his/her professional responsibilities.

B. Teachers who have been employed in the Olentangy Schools for five (5) years may be granted a leave of absence for up to one (1) year for the purpose of participating in exchange teaching programs, foreign or military teaching program, the Peace Corps, or Job Corps, as a full-time participant in such program and for cultural travel.

C. Unpaid leaves of absence for non-medical reasons.

1. Long-term unpaid leaves of absence.

A long-term unpaid leave of absence is defined as an unpaid leave of absence exceeding five consecutive scheduled teacher work days which is not covered by

any other provision of this Agreement. A long-term leave of absence can only be approved by action of the Board of Education. The Board of Education may grant a long-term leave of absence for any reason judged good and just by the Board.

2. Short-term unpaid leaves of absence.

A short-term leave of absence is an unpaid leave of absence consisting of one or more consecutive teacher work days not exceeding five. An unpaid leave of absence sometimes may consist of a combination of personal leave days (which themselves are governed by Article 13) and one or more unpaid leave days, not exceeding a total of five unpaid leave days. Unpaid leave of one to five days per occurrence (an "occurrence" being consecutive days of absence) may be approved by the Superintendent or designee for compelling personal or other reasons. Sometimes teachers may need one or more unpaid leave days which, when used with one or more personal leave days, will result in a total of two to eight consecutive days of absence. An absence of two to eight consecutive teacher work days using one or more unpaid leave days, with or without one or more days of personal leave will be approved by the Superintendent, but only on the following basis: (a) the teacher has at least five consecutive years of active teaching (consisting of at least 120 days on the job) for Olentangy immediately preceding the school year for which the request is made; (b) the teacher may only seek such a leave once every five years; and (c) the teacher must have an attendance rate of no greater than an average of seven (7) days of absence during the last three (3) years and no greater than seven (7) days of absence pro rata during the school year in which the leave request is made (up to the date when the request for leave is submitted). Professional leave, jury duty, military leave, and Association leave will not count as absenteeism for this purpose; all other leaves, whether approved or unapproved, shall count as absenteeism for this paragraph.

3. Request for unpaid leave of absence shall be submitted by the teacher in writing to the Director of Personnel, with a courtesy to the Principal. The Director of Personnel shall provide written notice of approval or disapproval of the request within ten (10) school days of the Director's receipt of the request.

D. Application shall be made through the Superintendent with final approval to be made by the Board, except as provided in subsection (C)(2) and (C)(3) above.

E. Application for a leave of absence shall be submitted to the Superintendent as far as possible in advance of the leave. The availability of a replacement and the best interest of students are key factors in considering leave of absence requests.

F. A teacher may continue his/her insurance coverage by paying one hundred percent (100%) of the total cost for such benefit during a leave of absence.

G. A teacher returning from a leave of absence shall be restored to his/her position or to a position in the same field of certification. Every effort will be made to accommodate the wishes of the teacher.

H. Family Medical Leaves and Absences

Pursuant to the terms of the Family Medical Leave Act of 1993 (hereinafter FMLA), a teacher who has worked for the Board for at least twelve (12) months is eligible for twelve (12) work weeks of Family Medical Leave during a twelve (12) month period (will be "rolling" twelve (12) month period measured backwards from the date a teacher uses any FMLA leave), provided the teacher worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

1. Types of Leave

An eligible teacher may take FMLA leave for:

a. the birth and first-year care of a child;
b. the adoption or foster placement of a child;
c. the serious illness of a teacher's spouse, parent or child; and
d. the teacher's own serious health condition that keeps the teacher from performing the essential function of his/her job.

A teacher may elect, or the Board may require, a teacher to use accrued paid vacation, personal or sick leave for purposes of a family leave. A teacher cannot compel the Board to permit the teacher to use accrued medical/sick leave in any situation which the leave could not normally be used. Use of sick leave for childbirth shall normally be approved for six consecutive calendar weeks during the teacher work year. Certification under paragraph six (6) below can justify a longer period of leave for childbirth.

2. Spouses Employed by the Board

If a husband and wife eligible for leave are employed by the Board, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to twelve (12) weeks. A teacher may not take FMLA leave to care for a parent-in-law. However, this time limitation does not apply for leave for personal illness or illness of a spouse or child.

3. Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury. Reduced leave is a leave scheduled that reduces teacher's usual number of hours per workweek or hours per work day. Intermittent or reduced leave is available only for the teacher's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The teacher who wishes to use intermittent or reduced leave must have the prior approval of the Board. Although the Board and teacher may agree to an intermittent or reduced leave, the teacher who uses family leave is not automatically entitled to use such leave on an intermittent basis or on a reduced leave schedule. Because of potential disruption to the academic process, all requests for intermittent and reduced leave will be carefully scrutinized for their impact on the operations of the classroom/school.

The Board may provide such leave for medical leave, but the Board may require the teacher to take leave in a block for the entire period during which the leave would extend or the Board may transfer the teacher to a position which is equivalent, but more suitable for intermittent periods of leave. The teacher must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing, or offer the teacher an equivalent alternative job for intermittent or reduced leaves, or require the teacher to take leave in a block period so as not to disrupt the Board's operations.

4. Benefits

The Board will maintain the teacher's health coverage under the Board's group health insurance plan during the period of FMLA leave. The teacher should make arrangements with the Board to pay the teacher's share of all applicable health insurance coverages prior to the beginning of the FMLA leave.

The teacher will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

5. Notice

When FMLA leave is foreseeable, the teacher must notify the Board in writing of his request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the teacher must give notice as early as is practical. When the teacher requests medical leave, the teacher must make reasonable attempts to schedule treatment so as not to disrupt the Board's operations.
The Board may deny the leave if the teacher does not meet the notice requirements.

6. Certification

The Board may require the teacher to provide certification from a health care provider containing specific information required under the law if he requests a medical leave. If there is a question concerning the validity of such certification a second and, if necessary, a third opinion can be required, both at the expense of the Board.

7. Restoration

When the teacher returns from the leave, the Board will restore the teacher to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key teacher. The Board will comply with the notice requirements of the FMLA in denying restoration. A key teacher is one who is among the highest paid ten percent (10%) of the teachers and whose absence would cause the Board to experience a substantial and grievous economic injury.

8. Instructional Teachers

Special leave rules apply to instructional teachers. Instructional teachers are those teachers whose principal function is to teach and instruct students in a small group, or an individual setting. This term includes teachers, athletic coaches, counselors, librarians, special education teachers, and certified teaching assistants. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers and bus drivers.

Limitations apply to instructional teachers who take intermittent or reduced leave. If the leave requested is:

a. to care for a family member; or
b. for the teacher's own serious health condition; and
c. is foreseeable based on planned medical treatment; and
d. the teacher would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend,

then the Board may require the teacher to choose either to:

a. take the leave for a period or periods of a particular duration, not greater than the planned treatment; or
b. transfer temporarily to an available alternative position for which the teacher is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the teacher's regular position.

Limitations also apply to instructional teachers who take leave near the end of a semester. When an instructional teacher begins leave more than five (5) weeks before the end of a semester, the Board may require the teacher to continue taking leave until the end of the semester if:

a. the leave will last at least three (3) weeks and;

b. the teacher would return to work during the three (3) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of the semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester if:

a. the leave will last more than two (2) weeks and;
b. the teacher would return to work during the two (2) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester.

9. Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the teacher fails to return because of the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the control of the teacher.

10. Rights Under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Teachers are eligible if they have worked for the Board for at least one year and for 1,250 hours over the previous twelve (12) months, and if there are at least fifty (50) employees within seventy-five (75) miles.

a. Reasons for Taking Leave. Unpaid leave must be granted for any of the following reasons:

- to care for the teacher's child after birth, or placement for adoption or foster care;
- to care for the teacher's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the teacher unable to perform his job.

At the teacher or Board's option, certain kinds of paid leave may be substituted for unpaid leave.

b. Advance Notice and Medical Certification. The teacher may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The teacher ordinarily must provide thirty (30) days' advance notice when the leave is "foreseeable."
- The Board may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Board's expense) and a fitness for duty report to return to work.

c. Job Benefits and Protection.

- For the duration of FMLA leave, the Board must maintain the teacher's health coverage under any "group health plan."
- Upon return from FMLA leave, most teachers must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of a teacher's leave.

d. Unlawful Acts by Employer. FMLA law makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

e. Enforcement.

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

ARTICLE 13

Personal Leave

Three (3) days per year are available to teachers for personal leave with the following guidelines:

A. All personal leave is dependent on the availability of a substitute or other arrangements for covering the teacher's responsibilities. The teacher's building principal will make this judgment; however, personal leave shall not be approved if it is then known that more than ten percent (10%) of the bargaining unit members in a building (rounded up to the nearest whole person) will be absent on a day for which personal leave is requested. On and after May 1, the applicable percentage for the previous sentence will be five percent (5%) of the bargaining unit members in a building (rounded up to the nearest whole person). Approval will be on a first-come/first-served basis, as approved by the building principal or designee and by the central office administration.

B. Normally, a personal leave request must be presented, in writing, twenty-four (24) hours in advance of its being taken. If an emergency situation exists, the twenty-four (24-) hour period and the ten percent (10%) or five percent (5%) limitation may be waived.

C. The teacher shall have the option of converting unused personal days to sick leave days or may be reimbursed at the casual substitute rate per day by written petition to the Treasurer of the Board by the final teacher work day. Checks will be sent out not later than the first pay in July.

D. Unused personal leave will not be cumulative from year to year.

E. For proration purposes, a teacher hired during the first sixty (60) days of the school year on regular contract shall have three (3) days of personal leave that school year; a teacher hired from the sixty-first (61^{st}) to one hundred twentieth (120^{th}) day shall have two (2) days of personal leave that school year; a teacher hired on or after the one hundred twenty-first (121^{st}) day shall have one (1) day of personal leave that school year.

ARTICLE 14

Professional Leave

At least one (1) professional day per year per teacher shall be approved in accordance with the written policy established by the Board, when approval does not adversely affect the overall education process, and sufficient funds are available in the budget.

ARTICLE 15

Sabbatical Leave

A teacher, upon written request to the Board, may be granted up to one (1) school year with part pay and insurance benefits as though he or she were not on leave. The request shall be submitted by April 1 of the preceding school year for which the leave is requested unless the Superintendent or his/her designee waives this requirement. Sabbatical leave is designed to encourage the improvement of instruction, supervision, and administration and may be granted with the following provisions:

A. To be eligible the teacher must have completed five (5) years of service in the Olentangy Local School District.

B. The teacher shall submit a written plan of professional improvement to the Superintendent. Such plan shall be approved by the Superintendent prior to Board approval. Within sixty (60) days upon return from sabbatical leave, the teacher shall file a written report with the Superintendent indicating the use of leave as proof that the plan of professional improvement was followed.

C. No more than three (3) teachers shall be granted sabbatical leave at a given time. Teachers requesting a sabbatical leave will be notified as to the approval or disapproval of leave within thirty (30) days of the date of submission of the request. At the time of notification, the teacher will be notified of the amount of salary to which he/she would be entitled if not on leave.

The part salary received while on leave, shall be the difference between the teacher's regular salary for the next school year and the salary of the teacher employed for the teacher on leave. Such payment will be made according to one of the regular payroll plans beginning with the first paycheck of the school year in which the leave commences.

D. A year of sabbatical leave shall not count as a year on the salary schedule, but will count for purposes of length of service in the District which will count as employment/service for purposes of Article 27.

E. An additional sabbatical leave may be applied for in accordance with the provisions of this Article after an additional five (5) years of service in the District subsequent to the previous sabbatical leave.

F. As a condition of being granted sabbatical leave, the teacher must agree to teach in the Olentangy system for a period of at least one (1) year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments, including fringe benefits, received from the Board during the leave period. Such refund shall be made within a four (4) month period of time beginning with the first full month said teacher was to have returned to duty. Such time limit may be extended by agreement

of the Board with a request by the teacher to do so. If the teacher fails to complete the approved plan, full reimbursement of Board paid benefits will be required.

G. Teachers returning from sabbatical leave will where possible be returned to the same or similar assignment held prior to such leave. The teacher who is certified in more than one area will, to the extent possible, be returned to a position in the same area of certification held prior to the leave.

ARTICLE 16

OTA Partnership

A. The Board will provide paid leave for the officers of the Olentangy Teachers Association (OTA) to attend Association conferences/business, not to exceed a combined total of sixteen (16) days. The OTA Negotiations Team may also use paid leave days for the actual time of negotiation sessions. When negotiation sessions are held during the school day substitute teachers will be provided for the OTA team.

B. The Board will provide the President of the Association with release time under the following conditions:

1. If the Association President's building is organized on a class period schedule, the President's schedule shall have two fewer class period assignments and one (1) fewer duty assignment than he/she would have been assigned if not President.

2. If the Association President's building is not organized on a class period schedule, the Superintendent and Association President shall attempt to arrange a job share or some other arrangement comparable to an assignment reduction as in B. 1., above.

3. The President will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which the President would have been entitled if working full-time.

C. Under Section B of this Article, if a teacher is employed to replace the OTA President on leave, the Association will reimburse the Board for those days that are used by the President at the rate of pay for the replacement's pro-rata share of salary, STRS and average insurance cost based on a BA-0 teacher placement on the salary schedule. Release time under paragraph B for the Association President will be continued into the succeeding school year only if mutually agreed by the Board and Association by no later than June 1.

D. If the release time in Section B is not mutually agreed upon, Section A shall then be a maximum of twenty (20) days.

E. Any extended time, supplemental contract position, or stipend position held by the Association President shall not be subject to the release time provisions of this Section.

F. Release time taken shall count as employment/service in the District for purposes of advancement on the salary schedule and for length of service in the district.

G. Consistent with Ohio Administrative Code Rule 3307-6-01, the amounts paid as compensation to the Association's officers under their contract(s) of employment with the Board for service to the Association during any release time under Sections (A) and (B) above shall constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code. This section (G) shall not have the effect of the Board paying Association officers or STRS more than the Board would have been obligated to pay to the officers or to STRS pursuant to the officers' individual contracts with the Board issued in accordance with O.R.C. 3319.08.

ARTICLE 17

Length of Teacher Day

A. The regular on-duty teacher work day shall not exceed seven (7) hours and forty (40) minutes, except when an emergency situation requires the teacher to stay longer. No regular teacher work day will start before 7:15 a.m. or end after 4:05 p.m. All teachers contracted for at least six (6) hours per day shall receive a minimum of two hundred (200) minutes of planning, conference and evaluation time per week. Teachers who are contracted for more than three and one-half (3.5) hours per day shall receive planning, conference and evaluation time pro rata to the two hundred (200) minutes weekly for full-time seven (7) hour and forty (40) minute teachers. Also, a duty-free lunch period of at least thirty (30) minutes will be provided daily during a regular scheduled lunch period only to teachers who are contracted for more than three and one-half (3.5) hours daily.

B. Elementary. Elementary teachers shall be provided with grade level planning, conference, meeting, or evaluation time for the same thirty (30) minutes per building before each student day. Playground, recess, lunch and bus duties and the like shall be equitably distributed or rotated among teachers in a building. Assistance to teachers who have such duties by persons outside the bargaining unit shall be provided at a level as solely determined by the Superintendent or his/her designee.

C. Middle School. All teachers contracted for at least six (6) hours per day shall have at least forty (40) minutes each student day for planning, conferences and evaluation. All grade level teachers (math, social studies, science, reading, and language arts) shall have a daily team planning period. The daily team planning period shall be used for curriculum purposes among the team members, however, administrators may collaborate with team members during team planning to direct the curriculum discussion and decisions of the team. Home base is assigned to teachers as appropriate. Home base is not considered a preparation and shall be relationship building/interest based rather than curriculum based.

D. High School. All teachers contracted for at least six (6) hours per day shall have at least one (1) full period each student day for planning, conferences and evaluation.

It is the intent of the joint Collaboration Committee for all teachers to have collaborative time built into the teacher workday each week. Exceptions to this may include traveling teachers and teachers assigned more than six classes. The joint committee will work to eliminate these exceptions in future plans. The agreed upon plan for collaborative time is in place for the 2008-2009 school year with the understanding that the joint Collaboration Committee will continue to study additional plans in order to establish an ongoing plan for collaborative time for 2009-2010 and ensuing years. By March 1 of each year, either the OTA or the Administration may give written notice to the other party of their intent not to participate in collaboration time for the following school year.

E. Staff meetings shall not be scheduled outside of the teacher workday with the exception of one meeting per semester, if needed, for middle/high school. If this meeting option is utilized for middle/high school said meeting must be scheduled with at least 48 hour notice, including the agenda, and the meeting shall not exceed 30 minutes in length.

F. Each building will develop a contingency plan for insufficient substitute coverage and share the plan with staff.

G. Art, music and physical education teachers shall not be assigned to more than two (2) buildings per day.

ARTICLE 18

Length of School Year

A. The school year shall not exceed one hundred eighty-five (185) days, excluding one (1) orientation day for new teachers, and including five (5) workdays without students. In addition, the teaching staff may be required to attend up to two (2) additional school events per school year which are pertinent to the building in which they teach the majority of the time.

The workdays without students shall be:

1. One (1) day at the beginning of the school year of uninterrupted teacher time.
2. One (1) day at the beginning of the school year of administratively-driven curriculum time.
3. One (1) administratively-driven curriculum workday as determined by the administration.
4. One (1) mid-year uninterrupted teacher day.
5. One (1) end-of-year uninterrupted teacher day.

B. Elementary Open House

The first teacher work day for elementary teachers shall be a late start to accommodate "meet the teachers/open house" from 4:00 p.m. – 6:00 p.m.

In exchange for the open house schedule adjustment, the last elementary student day of the school year shall be a two-hour early student dismissal day to accommodate two hours of uninterrupted teacher time.

C. Upon request by the administration of specific teachers, those teachers may volunteer to work during the school year or in the summer on curriculum-related activities. The days and activities will be determined by the administration with reasonable notice to the teachers who are requested. Each teacher involved will be paid for such days at his or her per diem rate, not to exceed the per diem rate of 1.6145 times the BA Base divided by 185 days.

ARTICLE 19

Notification of Teaching Assignment

All teachers will be notified of their schedule or grade level assignment for the next school year by July 15. The administration will send electronic notice of the change to the teacher (and preferably at the same time or prior to that notice by telephone or in-person conversation) within at least two administration work days of the final decision to change the assignment.

ARTICLE 20

Jury Duty

The Board shall pay a teacher called for jury duty his regular rate of pay. The teacher shall remit only the check or portion of the check for the jury duty service to the School District Treasurer. Reimbursement of expenses (travel/food) shall be kept by the juror.

ARTICLE 21

Vacancies, Transfers and Reassignments

A. Definitions.

1. A job opening/vacancy is any newly created position or a position which becomes vacant due to death, resignation, retirement, termination, non-renewal, a leave of absence of one (1) or more years, reassignment, or transfer that the Board determines to fill.

2. A reassignment is an assignment of a teacher to another subject area or grade level for the majority of the teacher's assignment or the addition of building(s) to the teacher's schedule.

3. A transfer is a change from one building to another building on a full-time basis.

B. Posting/Notification.

1. As soon as the administration determines that a job opening exists within the bargaining unit, the administration will post such openings electronically.

2. During the summer months, the administration will maintain a list of all vacancies on a daily basis by means of a job "hot line" or website.

3. The posting and/or notification of an opening will include the building(s) of assignment and the grade level(s) and/or subject area(s) to be taught, if known.

4. No opening will be filled for at least seven (7) calendar days after posting during the school year.

5. Teachers wishing to apply for any posted vacancy shall submit an electronic application.

6. Vacancies which occur during the school year will be filled on a temporary basis for the remainder of the school year.

C. Voluntary Transfers/Reassignments.

1. Any bargaining unit member who has requested a transfer/reassignment will be given consideration for the position prior to a final decision to hire an outside applicant.

2. Normally, teachers on an improvement plan will not be eligible for transfers. Exceptions to this policy will be made on an individual basis at the discretion of the Superintendent/designee.

3. Final assignment will be made by the building principal.

4. All teachers requesting a transfer/reassignment will be notified electronically regarding the outcome.

5. Administrators will give reasons for any denial of a requested transfer or reassignment of a teacher if requested.

D. Involuntary Transfer/Reassignment.

1. An involuntary transfer or reassignment of a teacher shall be made in the best interest of the School District and not be made for arbitrary or capricious reasons. Prior to the implementation/notification of an involuntary transfer or reassignment, a conference will be held between the teacher and the Superintendent or Superintendent's designee concerning the pending involuntary transfer/reassignment. If requested, a written notification with reasons shall be delivered to the teacher following said meeting. An involuntary transfer/reassignment of a teacher will occur only after the appropriate administrator has considered filling the position by each of the following methods:

   a. A voluntary transfer or reassignment; or
   b. By making a part-time teacher full-time.

2. No teacher will be transferred into a position for which he/she is not certified/licensed.

E. New Building Assignments.

All bargaining unit positions available in a new building shall be posted and filled in accordance with the provisions of this Article.

ARTICLE 22

Religious Leave

A. A teacher may be absent, with pay, on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has established that in order to properly observe such day, no work should be performed on the day and provided the employee is an active member of the religious body.

B. Requests for such absence shall be made in writing to the Director of Human Resources at least ten (10) school days prior to the holiday. Where the holiday occurs less than ten (10) school days after the beginning of the school year, the request shall be submitted on or before the end of the second work day of the school year.

C. Such absence shall not exceed one (1) day during a school year.

ARTICLE 23

Fair Dismissal Policy

A. 1. Before a recommendation for non-renewal may be taken to the Board, the teacher shall be granted a conference with the principal and the local Superintendent. The teacher shall be notified of such conference at least twenty-four (24) hours in advance and shall be allowed to bring a person of the teacher's choice to said meeting. The Board reserves the right to have legal counsel present at all conferences. Written reasons based on the evaluations completed in accordance with Article 8 and plans for improvement or other documented facts pertinent to those evaluations or written reasons based on documentation of an incident(s) shall be given at this time. The evaluations completed and the plans for improvement must be for the current school year.

2. Non-renewal of a teacher's contract by the Board (if the teacher has served under a limited contract of two (2) or more years' duration) may only be for willful *or persistent violation of reasonable regulations of the Board, for inefficiency* based on Article 8 above, or for other good and just cause.

3. The teacher who has completed a multi-year contract in the District may appeal the non-renewal to the final step in the grievance procedure (Article 9). Teachers who have not completed a multi-year contract of employment or re-employment in the District cannot challenge the Board's action of non-renewal provided the provisions of Article 8 are met.

B. In the case of a teacher whose contract may not be renewed for the following year, the teacher in question must have been evaluated in accordance with the evaluation procedure (Article 8 (A)(1)) of this Agreement. If the teacher in question is not evaluated in accordance with that evaluation procedure, a teacher in the first two (2) years of employment will receive a one (1) year contract. All teachers in the second year and beyond will be issued a contract in accordance with Article 32 (Contract Sequence) of this Agreement.

C. In unforeseen or extenuating circumstances the evaluation procedure can be revised with the mutual agreement of the Superintendent and OTA President.

D. This Article 23 supersedes and replaces O.R.C. 3319.111, the references in O.R.C. 3319.11 to O.R.C. 3319.111, and O.R.C. 3319.11 (G) (1-7).

ARTICLE 24

Discipline/Reprimands

No teacher shall be disciplined in writing or reprimanded in writing except for legitimate reasons. Any written or oral disciplinary action or reprimand will be issued professionally and privately via a conference between the teacher, pertinent administrator(s) and an available representative of the teacher's choice. Non-renewal or termination of a teacher's contract (with or without suspension under O.R.C. 3319.16) will not be considered discipline or a reprimand under this Agreement and cannot be the subject of a grievance. No teacher shall be disciplined solely on the basis of an anonymous complaint.

ARTICLE 25

Late Resignations and Employment Non-renewal

Teachers hired in August or anytime during the school year shall automatically be non-renewed in April without written reasons. Teachers hired at such time will be given a copy of this contract language. All other assistance given to first-year teachers will be given to the above-mentioned teachers.

ARTICLE 26

Reduction in Force

A. A reduction in force (RIF) of teachers may occur by reason of decreased enrollment of pupils, for financial reasons in conjunction with reduction of other current operating expenses and after at least one (1) levy failure, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District. This Article supersedes and replaces O.R.C. 3319.17 in its entirety.

B. The Superintendent shall notify the OTA of the specific reasons for, and the nature of, any anticipated staff reductions no less than twenty (20) calendar days prior to Board action on a reduction in force.

C. The Board shall not act on any proposed staff reductions until after the OTA has had an opportunity to present its views to the Board.

D. When a reduction in staff is deemed unavoidable, such reduction shall not be carried out until the beginning of the following school year, unless the reduction results from the resignation of a staff member.

E. If, after the OTA has presented its views, it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts within the teaching field of assignment in the following sequence:

1. The Board shall handle all staff reductions first through normal attrition;

2. First-year limited contract teachers shall be reduced by using the following order:
   a. Certification
   b. Competency as determined by formal evaluation

3. Second-year limited contract teachers shall be reduced by using the following order:
   a. Certification
   b. Competency as determined by formal evaluation
   c. Seniority in the School District

4. Third-year or more limited contract teachers shall have their contracts suspended beginning with the least senior teacher and continuing in reverse seniority order.

5. Continuing contract teachers shall have their contracts suspended beginning with the least senior teacher and continuing in reverse seniority order. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment.

F. Displacement Rights.

A teacher who is to be suspended and who holds a valid certificate/license in one (1) or more teaching fields other than his/her current assignment, may elect to displace the unit member with the least seniority in all areas of certification/licensure held by such teacher provided that member has less seniority. The teacher electing to displace another teacher shall displace the least senior teacher, and shall not be afforded the option of choosing a preferable position of a less senior teacher. In no case shall a teacher serving under a limited contract be allowed to displace a teacher serving under a continuing contract.

G. Recall Rights.

1. When the administration determines to fill a vacancy, the Board shall give written notice of recall by registered or certified letter and electronically, if possible, to the most senior teacher on the recall list at the last known address who holds the certificate or license for the position according to the then-current records of the Personnel Office. It shall be the responsibility of each teacher to notify the Director of Personnel of any change of address or additional licenses.

2. Within ten (10) calendar days of receipt of a written offer to return to employment, the teacher shall notify the Director of Personnel of his/her acceptance or rejection of the position by replying in writing. Any teacher who fails to respond within ten (10) calendar days or who declines the position will forfeit all recall

rights. After July 10 the teacher shall respond in writing to the written offer within five (5) calendar days.

3. Teachers returning to employment after a RIF shall resume their previous contract status. All rights related to salary, fringe benefits, and seniority shall be fully restored.

4. Recall rights shall continue for two (2) school years for teachers undergoing RIF who are under limited contract. Recall rights shall continue indefinitely for teachers undergoing RIF with continuing contract status. A reduction in force (RIF) will be considered over when all persons on the RIF list have been contacted for re-employment and have either accepted or rejected the offer.

5. The District will provide letters of recommendation on behalf of teachers whose contracts are suspended in a RIF, and will give first consideration to such teachers requesting to substitute in the District.

6. If an offer of recall occurs during a school year and the teacher is employed in another school district, the teacher may accept recall effective with the beginning of the next succeeding school year. The District will use temporary employees to cover the vacant position for the remainder of the year in which the vacancy occurred.

ARTICLE 27

Seniority

A. Seniority shall be computed from the date of a teacher's continuous, uninterrupted employment with Olentangy Local Schools.

B. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.

C. Seniority shall continue to accrue for all time a member is on active pay status, on an approved leave of absence, including disability retirement for up to five (5) years, and while a teacher is on the recall list.

D. When seniority is equal, the tie shall be broken as follows:

1. Length of total years of teaching experience which shall include all years of prior teaching service outside the District for which the teacher has provided written verification from previous employer(s);

2. Date of employment by the Board (date of Board meeting at which member was hired);

3. If shown on the face of the applications of all affected teachers, date application for employment was received by central office;

4. By competency as determined by formal evaluation.

E. The Director of Personnel shall post the seniority list electronically by October 1 of each school year. The list will include seniority, certification/licensure, and type of contract, and indicate any teachers who are on the recall list. Teachers shall notify the Association President and the Director of Personnel in writing by October 15 of any alleged errors in the list. The Director of Personnel and the Association President by November 1 shall make any corrections needed and agree on the accuracy of the list. The revised list then will be electronically posted. The list may not be challenged by grievance or otherwise after November 1. The Board, OTA and teachers shall rely exclusively on the seniority list finalized by November 1 of the current school year, with respect to teaching fields of licensure/certification as well as seniority, in carrying out a reduction in force and exercising displacement rights.

ARTICLE 28

Personnel Files

The personnel file of each teacher shall be maintained in the office of the Board. Material can only be put in the file by the teacher or appropriate administrator.

A teacher shall have access to his personnel file upon reasonable request. The request must be in writing. All access requests shall be made to the Director of Personnel.

All materials placed in the personnel file of a teacher shall include a notation of the date the item was placed in the file and the dated signature of the administrator placing the entry into the file. The professional staff member shall be given a copy of the items at the time they are placed in his file. All materials in the file shall be accurate, relevant, timely, and appropriate as determined by the Superintendent. Upon request of the teacher, signed letters of discipline or reprimand from the administrator will be removed after five (5) years in the file.

A member shall be notified within two (2) business days of a request, excluding authorized District personnel, to see a bargaining unit member's personnel file.

ARTICLE 29

School Calendar

A. Tentative School Calendar.

A tentative school calendar will be distributed to the teachers at least thirty (30) days prior to its adoption by the Board. During this period the teachers may submit suggestions or an alternative calendar to the Superintendent for consideration by the Board.

B. Parent-Teacher Conferences.

Parent-Teacher Conferences will be scheduled as follows:

1. The administration will schedule the fall parent-teacher conferences on differing days of the week during two (2) consecutive weeks. Teachers will have the day before Thanksgiving off in exchange for the two (2) evenings of work.

2. The administration will schedule the spring parent-teacher conferences on differing days of the week during two consecutive weeks. One contract day will be scheduled off in the second semester in exchange for the two (2) evenings of work.

ARTICLE 30

Local Professional Development Committee

A. Purpose.

A local professional development committee (LPDC) shall be established, in accordance with R.C. 3319.22, to determine whether professional development that a teacher proposes to complete meets the requirements of the Ohio Department of Education rules on licensure.

B. Committee Composition and Selection.

1. The committee shall be composed of ten (10) members, as follows:

   a. Six (6) teachers; and
   b. Four (4) representatives appointed by the Superintendent.

2. The teacher members shall be appointed by the OTA Executive Committee. The representatives of the Superintendent shall be appointed by him/her and serve at-will.

3. Clerical assistance approved by the Committee shall be provided to the committee on an "as needed" basis.

C. Term of Office.

1. The term of office for the teacher members serving on the committee shall be three years. Initially and upon expansion of the Committee from three (3) to six (6) teachers, the terms will be staggered as one teacher member shall be appointed for a one-year term, another teacher member shall be appointed to a two-year term, and a third teacher member shall be appointed to a three-year term. The Association shall determine the rotation of the length of terms for each of the three levels for the first appointment cycle. Each term thereafter shall be for three years. The appointees of the Superintendent shall serve at his or her will.

2. Vacancies: if a vacancy of a teacher member occurs during the term, the OTA Executive Committee will appoint a similar representative to serve the duration of the term.

D. Chairperson.

The Committee chairperson shall be determined by a majority vote of the full Committee.

E. Decision Making.

For LPDC purposes, a quorum shall be eight (8) members. Decisions shall be made by majority vote of the full Committee membership. Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

F. Appeals Process.

If the professional staff member or any four (4) members of the staff are not in agreement with the decision of the LPDC, the first step of appeal will be reconsideration by the Committee. During this appeal process, the professional staff member will present evidence or justification for the coursework/training/outside activities that are under question to the Committee. The Committee will then rule after this reconsideration process. If the professional staff member is still in disagreement with the decision of the LPDC, the appeal then moves on to a three-person panel consisting of the Superintendent, the Association President and a third member to be selected by the appealing professional. At this appeal level, the professional may again present justification to the three-person panel. The three-person panel decision will be in writing, with explanation as to reasons for acceptance or denial of the appeal. The decision of this three-person panel will be final. The Superintendent shall determine appeals involving non-bargaining unit members.

G. Training.

The LPDC shall consider and recommend training of Committee members to the Superintendent. The Committee shall also recommend the terms and financial arrangements on which the training shall be conducted. This training shall be in addition to any other professional development for which the member is entitled under the Master Agreement.

H. Meetings.

The Committee will meet as often as deemed necessary by the members to complete their work. The Committee may schedule work sessions on paid release time with approval of the Superintendent. Presentations of IPDP's shall be scheduled after school hours to accommodate bargaining unit members. No later than September 30 of each year the Committee shall post their meeting schedule in each building. Additional meetings may be scheduled as needed. The Committee meetings shall be conducted under Robert's Rules of Order.

I. Compensation.

The teacher members of the Committee shall be paid an annual stipend of $1,200 for the Chair and $1,000 for the other teacher members. Reimbursement shall be made for all time spent in meetings and all other committee work outside the teacher's assigned duties. In addition, teachers shall be granted up to two (2) paid release days to fulfill committee responsibilities.

J. Committee Responsibility.

The Committee's responsibility shall include the approval of Individual Professional Development Plans (IPDP) for all certified/licensed employees whose certificate/license is due for renewal/upgrade/conversion. The Committee shall also maintain a file of each certified/licensed employee containing IPDP's, transcripts, outside activities, training or other areas deemed necessary by the Committee.

K. Master Agreement Compatibility.

The LPDC shall have no authority to supersede any article of the items of Agreement between the Board of Education and the Association or to engage in collective bargaining.

ARTICLE 31

Contract Sequence

A. Subject to subsection (D) below, the limited contract sequence will be as follows:

Contract Number	Length of Contract
1	1 year
2	1 year
3	2 years
4 and all subsequent contracts	3 years

Contracts will be renewed as indicated above.

B. Five (5) Year Contract.

A five (5) year contract may be granted to the teacher who is considered to be an exceptional teacher and has taught in the District for at least seven (7) years. To be considered for a five (5) year contract the teacher must request such in writing to his/her principal by October 1. If a five (5) year contract is not issued, the teacher will be provided with written reasons, based on evaluations or other documented facts, directed at his/her professional growth.

Teachers who previously received five (5) year contracts will be eligible for new contracts of the same length.

C. Continuing Contracts.

If a teacher has taught three (3) continuous years in the District he/she may be issued a continuing contract. Those teachers who have attained continuing contract status elsewhere and have taught two (2) continuous years in the District may be issued a continuing contract. Other requirements for eligibility for a continuing contract are governed by O.R.C. 3319.08 (B):

1. Any teacher holding a professional, permanent, or life teacher's certificate.

2. Any teacher holding a five-year professional educator license who has completed the applicable one of the following:

   a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;

b. If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

A teacher who is eligible may apply for a continuing contract once during the term of a limited contract. If a continuing contract is not issued, the current limited contract shall remain in effect for its duration.

Any teacher eligible for a continuing contract must notify the Treasurer in writing by October 1 prior to the contract recommendations made the following year in April. (Example: October 1, 1995 for April 1996 recommendations.) If the Treasurer is not notified, continuing status will not be granted.

The appropriate certificate/license must be on file, or state department verification of such is forthcoming, by April 1.

D. Contract Length.

Upon recommendation of the Superintendent, the Board may grant a contract of lesser length. The teacher will be provided with written reasons directed at his/her professional growth for the issuance of a probationary contract of one or two years. This subsection (D) does not apply to the option to grant a one- or two-year limited contract to teachers who are eligible for a continuing contract, which is governed by R.C. 3319.11(B&C).

ARTICLE 32

Class Size/Teaching Load

A. Elementary: Student-to-teacher ratios shall be 24:1 (K-5) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library). No teacher in grades K-5 shall be assigned more than two hundred (200) minutes per week of non-instructional duty, which includes but is not limited to supervision of students before the student day begins, lunch duty, recess duty, and bus duty. However, music and physical education teachers assigned less than forty-two (42) sections may be given additional duty above the 200 min. not to exceed 250 minutes.

A sufficient number of special teachers will be employed so as to provide each student in grades 1-5 with a combined total of at least two hundred (200) minutes of art, music, and physical education per week (K at least one hundred [100] minutes per week, as long as there are half-time students).

1. No art, music or physical education teacher shall be assigned more than forty-two (42) classes per week.

Middle School: Student-to-teacher ratios shall be 25:1 (6-8) (excluding world languages, health/physical education, art, industrial technology, family and consumer science, computer technology, counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No middle school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library) or assigned more than six (6) classes (not including home base) and one (1) non-instructional duty in grades 6-8 per day. Middle School English/Language Arts is considered a double block course with one (1) preparation and one report card grade. Home base is not to be considered a preparation in an assignment. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each 6-8 teacher affected will be compensated at his per diem rate per period of 6-8 affected time (one-eighth [1/8] additional salary of eight [8] period day).

High School: Student-to-teacher ratios shall be 25:1 (9-12) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No high school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library, and visual arts) or assigned more than six (6) classes and one (1) non-instructional duty in grades 9-12 per day. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each 9-12 teacher affected will be compensated at his per diem rate per period of 9-12 affected time (one-eighth [1/8] additional salary of eight [8] period day).

B. Teachers may be required to collect school instructional fee money, but will not be required to write receipts, pay in vouchers, or deposit slips.

C. Student-to-teacher ratios will be calculated by grade level K-5 and by subject area 6-8, 9-12 per day. All calculations will be based on enrollment figures as of October 1 of each school year.

D. Librarians

One (1) full-time, certified librarian will be employed per library per high school building, per middle school building, and per elementary building. In the event of a levy failure and a reduction in force occurs, the district may employ one (1) librarian per two (2) elementary buildings. One full-time aid will be employed per library per high school building, middle school building.

E. Guidance Counselors

One full-time guidance counselor will be employed per each integral multiple of three hundred fifty (350) students per each high school building, each middle school building,

and per each integral multiple of four hundred fifty (450) students per elementary building.

F. Nurses

The current level of staffing for nurses of seven and one-half (7.5) can only be reduced through attrition; the district is under no obligation to hire additional staff to maintain that level of 7.5. In the event of a levy failure and a Reduction in Force occurs, the district may apply Article 26, Reduction In Force.

ARTICLE 33

Teacher Dress

The teachers and administration shall jointly agree to a standard of dress for the teaching staff.

ARTICLE 34

Mentor Program

A. Definitions.

1. Mentor Teacher – A consulting teacher who will provide formative assistance to an entry-level.

2. Entry-Level Teacher – A teacher with less than one (1) year of teaching experience under regular contract in a public or non-public elementary or secondary school or a teacher new to the District who requests a mentor (if the Superintendent or designee concurs).

3. Plan Teacher – A teacher currently working under an administrative improvement plan who requests a mentor (if the Superintendent or designee concurs).

4. Contact – An informal meeting between a mentor and an entry-level teacher.

5. Visitation – An observation of the entry-level teacher or mentor while classroom teaching is taking place.

B. Mentors and Lead Mentors.

Mentors - will be selected and assigned by mutual agreement of the building principal and an OTA representative. Mentors shall be paid $1,000 for mentoring teachers with less than one (1) year of experience and $500 for all other mentoring assignments.

This compensation will be paid in two (2) equal installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year.

Lead Mentors – will be selected and assigned by mutual agreement of the OTA President or President's designee and the Superintendent or Superintendent's designee.

There shall be one (1) lead mentor for grades K-5 and one (1) lead mentor for grades 6-12. The program will be coordinated by the two lead mentors and an administrator appointed by the Superintendent. The lead mentors and administrator will develop, implement and evaluate the program each year. Lead mentors will be paid $1,500 per year. This compensation will be paid in two (2) equal installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year. Lead mentors shall not have a mentee.

ARTICLE 35

Communicable Diseases

A. In order to protect the health and safety of the students, staff and the community at-large, it is necessary to control the spread of contagious disease. Contagious diseases shall include, but not be limited to, smallpox, diphtheria, scarlet fever, HIV positive and AIDS, mumps, whooping cough, herpes, measles, rubella, typhoid fever, strep and staph infections.

In each case related to this concern, due process requirements, procedural safeguards and confidential treatment of information as permitted by law will be adhered to according to applicable federal, state and local ordinances, statutes and regulations.

Decisions concerning exclusion and/or restriction of a teacher and the disclosure of information should be made on a case-by-case basis. The employer shall not discharge any teacher nor otherwise discriminate against any teacher with respect to wages, hours, terms, or other conditions of employment on the basis of the fact that such teacher has contracted a chronic communicable disease.

B. Reports of Suspected Carriers.

All reports of suspected carriers shall be directed to the Superintendent.

All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported teacher is suspected of being a carrier.

C. Testing Criteria.

No teacher shall be required to submit to a medical evaluation without determination of cause for said evaluation. Determination shall be made by a tri-partite panel which shall be final and binding on the parties.

The tri-partite panel shall be a physician selected by the employer, the teacher's personal physician, and a third party selected by the county health department. The third party shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels.

The tri-partite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of a teacher. Within ten (10) calendar days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the teacher.

In the event that a health risk becomes apparent and may affect any or all teachers, as determined by a physician in the appropriate public health district, the employer, with concurrence of the OTA or at the request of the teacher, shall be permitted to bypass the tri-partite panel and immediately provide for the examination and/or immunization of any or all teachers to prevent the spread of the disease.

All costs of the tri-partite panel shall be borne by the employer.

D. Medical Evaluation.

Within ten (10) calendar days after a determination has been rendered substantiating probable cause for medical evaluation or if a teacher voluntarily submits to a medical evaluation, a medical review team comprised of (1) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the teacher's condition. The medical review team shall provide for the examination of the teacher, all relevant and pertinent medical information from the teacher's personal physician.

The report rendered by the medical review team shall be restricted to an evaluation of the teacher's medical condition and shall clearly provide:

1. Whether or not the teacher has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

    a. Whether or not the teacher's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

(1) The nature of the risk of the teacher's medical condition (how the disease is transmitted);

(2) The duration of the medical condition (how long is the carrier infectious);

(3) The severity of the risk of the medical condition (what is the potential harm to third parties);

(4) The probability the disease will be transmitted and will cause varying degrees of harm; and

(5) Whether or not the teacher is otherwise qualified to remain in his current job. "Otherwise qualified" means that the teacher is able to meet all of the job requirements in spite of the teacher's medical condition.

All costs of the medical evaluation shall be borne by the employer.

E. Reasonable Accommodation.

Within five (5) calendar days of receipt of a medical evaluation report indicating that a teacher's current medical condition imposes a substantial health risk to others in the school environment or prevents the teacher from performing all of the teacher's job requirements, the Superintendent shall provide written notification to the teacher specifying what action the employer shall take to reasonably accommodate the teacher's disabling condition.

Any attempt to reasonably accommodate the teacher's disabling condition shall not violate the existing contract. If the proposed accommodation would violate the contract, the employer shall meet with appropriate representatives of the OTA to negotiate a reasonable accommodation.

Any dispute regarding whether the employer has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to the final step of the grievance procedure.

F. Elimination of Health Risk.

Whenever a teacher's health is at risk due to possible exposure to a communicable disease, the employer shall take the measures necessary to eliminate the health risk. The employer's action shall be in compliance with this Article of the contract.

If elimination of the health risk requires a teacher to be immunized, the cost of the teacher's immunization shall be borne by the employer.

If elimination of the health risk requires the implementation of a temporary or permanent removal of a teacher with a chronic communicable disease, the employer shall comply with the provisions of this contract.

G. Disability Retirement.

Subsequent to the determination that temporary or permanent removal of a disabled teacher is justified, the employer shall support the teacher's application for disability retirement, if the teacher elects to make such application.

H. Education.

The employer shall implement education programs for all school teachers, students and the school community regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmissions within the school environment.

ARTICLE 36

Procedure to Resolve Parent/Teacher Disagreements

Whenever a complaint is made directly to the Board as a whole, a Board member as an individual, the Superintendent, Principal or other administrator, it will be referred to the appropriate building administrator. A teacher who is the object of a complaint will be informed promptly.

A. Step No. 1 - Direct Conversation.

If a parent or community member (complainant) has a disagreement or misunderstanding with a teacher, the complainant should address the concern to the specific teacher directly involved with the circumstances surrounding the concern. The staff member will meet with them as soon as possible, but in no case longer than five (5) calendar days after the teacher has been notified of the concern (subject to change by mutual agreement).

B. Step No. 2 - Fact and Possible Resolution.

If the complainant or the teacher is not satisfied with the outcome of Step No. 1, or the complainant or teacher is unwilling to meet independent of an administrator, a meeting with the teacher, appropriate administrator, and complainant will be arranged at a mutually convenient time, but in no case more than five (5) calendar days after the meeting in Step No. 1. This step is to be informal and verbal.

No further action will be taken beyond Step No. 2, unless the complainant submits in writing a signed and dated statement of facts giving rise to this concern, the name of the teacher involved, and the remedy sought.

C. Step No. 3 - Formal Process.

If a complainant's concern is not satisfactorily resolved at either the first or second level, the complainant should then refer this concern to the Superintendent in writing. At that time another meeting will be arranged at the convenience of the complainant and staff member directly concerned, but in no case more than ten (10) calendar days (subject to change by mutual agreement). The staff member has the right to be at all meetings with or without a representative as he/she so determines.

Copies of the disposition will be sent to the Board.

D. Dispositions.

Dispositions at Step 3 will be sent in writing to all parties within ten (10) calendar days of the meeting with reasons stated.

E. Repeat Concerns.

If a complainant believes there has been a repeat of the previous concern, they may go directly to Step No. 3 - "Formal Process."

F. Relation to Other Procedures.

This Article does not limit or affect the actions or procedures available to the administration and/or Board based on an investigation of alleged misconduct and an administrative or Board conclusion based on that investigation that action adverse to the teacher is warranted. Any such action against the teacher is subject to applicable laws and other articles of this Agreement.

ARTICLE 37

Assault of a Teacher

A. Procedure Concerning Student.

1. If a teacher is physically/verbally assaulted by a student, the student will immediately be removed from the classroom and escorted to the office. Such removal and escort will be done by an administrator in the case of a physical assault, if available. The administrator will confer with the teacher before deciding the appropriate discipline. If a student is removed from the building by an administrator, the student will not be allowed to return to school until a conference is held involving the student, student's parents, teacher(s) involved in the assault, and administrators in charge. A classroom behavior contract will be developed at this conference. If the teacher is not satisfied with the administrator's decision, he/she may appeal in writing to the Superintendent or

Superintendent's designee. The Superintendent or designee shall hear the appeal within forty-eight (48) hours of the teacher's request for an appeal, and a written decision will be rendered within twenty-four (24) hours of the hearing. This Article does not require action by teachers, the administration or Board that would be contrary to requirements of federal law.

2. If in a prosecution or juvenile delinquency proceeding, or in a civil action by the student or parents/guardians against the District or any of its employees arising from the assault incident, the teacher is subpoenaed as a witness, the teacher shall be released from his/her regular duties at full pay and benefits to comply with the subpoena.

B. Assault Leave for Teachers

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of twenty (20) working days.

3. A teacher shall be granted assault leave according to the following rules:

   a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.

   b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.

   c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a

medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.

e. Teachers shall not be permitted to accrue assault leave.

4. Regardless of any other provision of this Division, if a teacher receives compensation under O.R.C. §§4123.56 or 4123.58, the amount of assault leave compensation shall only be the difference between what that teacher receives pursuant to either of those sections and the compensation the teacher would normally receive under this Division.

ARTICLE 38

Conducting Instruction and Curriculum/Program Development

A. It is understood that an effective school district is one in which ideas and suggestions flow freely without fear of reprisal or vindictive responses. When curriculum program/development or revision is necessary, those teachers involved will be provided with additional time during the teacher work day to conduct this task, given release time to conduct this task, or will be paid at their per diem rate. No curriculum/program development or revision will occur without teacher input and involvement in the decision making process. After the first year of implementation, the program will be evaluated by those teachers involved in the new or revised program. Such evaluation will be presented to the Superintendent.

B. The educational rules, regulations, and procedures dealing with curriculum and educational programs for the District will be jointly developed by teachers and administrators. Before a decision will be finalized, such outcomes shall be presented to the Superintendent and the Board when appropriate.

C. The District will establish a Professional Development Committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the OTA President. The Committee will provide input and advice to the administration on professional development opportunities for all staff in the District.

ARTICLE 39

Job Sharing

A. Job sharing is defined as the duties and responsibilities of one (1) specific teaching assignment being voluntarily shared by two (2) teachers for a specific length of time.

B. Job-sharing partnerships must last through one (1) full school year.

C. A teacher shall become eligible for job sharing after completing three (3) years of employment at the Olentangy Local Schools.

D. To be considered for job sharing, the interested teachers must annually submit a proposal no later than March 1. The proposal must address:

1. How they will share a full-time equivalent position, which may include either an AM-PM or alternate day split;

2. In the case of a self-contained classroom, how their educational philosophies are compatible;

3. How faculty meetings, field trips, IEP meetings, professional development days, and other professional obligations will be addressed.

4. A commitment that both teachers will attend parent conferences.

E. The salary of the job-sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job that the teacher performs in accordance with the teachers' written proposal.

F. As defined by Article 48 of this Agreement, both job-share partners are eligible for benefits. The Board will pay no more than the appropriate percentage of a Single health plan for each job-share partner. If a job-share partner opts for a Family health plan, he/she must pay 100% of the difference between the cost of the Family plan and the cost of the appropriate percentage of a Single plan. In no case will the total insurance fringe benefit cost for both teachers exceed that of the more senior teacher if he/she were full-time.

G. Teachers shall acquire one (1) year's seniority for each year of job-sharing work.

H. Each job share partner will substitute in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Exceptions to this requirement may be granted by the Superintendent or designee. Substituting done by either partner in a job share, including substituting for the job-share partner, shall be at the current substitute teacher rate.

I. Upon dissolution of the job partnership, each job-sharing teacher shall be guaranteed a full-time position for which she/he is certified within the District. If no full-time position is open, the team will remain intact until such time as a position is available. The individual with the most District seniority shall have first choice of positions available including the job-sharing position.

J. The opportunity to apply for job share shall be available in every building in the District. Written job share proposals shall be reviewed and approved or disapproved by the Superintendent or designee. Any job-share rejection shall be accompanied by a written document stating the reasons for the denial. All applicants will be notified on or before April 1 of the approval or denial of their proposal. Neither the teacher(s) nor the Association may challenge denial/disapproval of a job-sharing proposal by grievance, unfair labor practice charge or otherwise.

ARTICLE 40

Mileage

All Board-approved mileage will be reimbursed at a rate equivalent to that established by the IRS each year.

ARTICLE 41

Traveling Teachers

Sufficient time will be allotted so that any teacher who is required to travel from one building to another will not leave a class while still in session nor arrive at a class already in session. The teacher will be reimbursed for his mileage at a rate equivalent to that established by the IRS each year.

A traveling teacher who believes they do not have "sufficient time" to travel between buildings shall notify their supervisor in writing that they would like an investigation to determine if there is enough "sufficient time" allowed for their travel. There shall be a joint (OTA President/designee and Administration) investigation that will be completed within five (5) workdays from receipt of the notice. If the parties are still in dispute as to whether there is "sufficient time", the teacher may file a grievance that shall go directly to expedited arbitration.

ARTICLE 42

Issuing Contracts – Supplemental

1. Supplemental contracts will be issued within ten (10) days of Board action. Payment shall be made upon completion (in the case of seasonal supplementals) or one-half (1/2) at the end of the first semester and the other one-half (1/2) upon completion (in the case of non-seasonal supplementals) unless the teacher, at the time the teacher returns the signed supplemental contract, gives the Treasurer written notice that he or she opts to be paid in six (6) installments spread out over the time period in which the duty is performed. The option will appear on the contract.

2. All teachers with supplemental contracts involving the collection or expenditure of money are required to attend a procedures meeting with the Treasurer's office before beginning their supplemental duties.

ARTICLE 43

Evaluation of Supplemental Contracts

All teachers who are issued supplemental contracts will be evaluated at least once by the athletic director, head coach or immediate supervisor during the time that this duty is being performed. Supplemental contracts shall automatically be non-renewed each year. This does not take action by the Board. Those teachers who will not be offered a supplemental contract will be notified in writing and given written reasons or other documented facts, at least fifteen (15) days prior to Board re-employment action. The final decision for recommendations will rest with the administration. Non-renewal of supplemental contracts will not have any bearing on a teaching contract. Resignation of a regular teaching contract shall automatically cancel that teacher's supplemental contract(s).

ARTICLE 44

Salary Notices or Limited Teaching Contracts

No later than June 30, each staff member who is employed for the coming school year shall receive, with respect to each contract held, either a salary notice, if the contract is continuing, or a limited teaching contract in accordance with Section 3319.12 of the Ohio Revised Code. The salary notice or limited teaching contract shall include at least the following information:

A. Staff member's name;

B. Annual salary;

C. Basis for determining salary.

The Treasurer may postpone giving salary notices in a year in which there is bargaining about salaries for the next year if there is no settlement by June 15. After contract bargaining is concluded, the Treasurer shall issue salary notices within thirty (30) calendar days of Board approval of the contract.

ARTICLE 45

Reduced Tuition for Teacher's Children

A. For teacher's children, tuition shall be thirty percent (30%) of the amount determined pursuant to Ohio law. Once accepted, the children of teachers will be allowed to complete their education in the School District, as long as a parent remains a teacher of the School District, the teacher is the custodial parent, and the student complies with the student code of conduct. Also, the student must not be suspended or expelled from another District when admission is sought to Olentangy Local Schools.

B. The Superintendent shall attempt, if requested in writing by the teacher, to assign the child(ren) of a teacher who resides in the District and who is the residential parent or guardian to the same school to which the teacher is assigned.

ARTICLE 46

Payroll

A. Payroll/Direct Deposit.

A teacher shall be paid in twenty-four (24) pays per year by direct deposit. Pay-dates shall be the 10th and 25th of each month beginning September 10th of each school year.

B. Paydays on Non-Working Days.

If a payday falls on a non-working day, the teacher will be paid the day before the regularly scheduled payroll date unless such day is a bank holiday, in which case teachers will be paid one (1) day earlier. Paychecks will be mailed one day before such payday.

C. OTA Member Fees.

A teacher may request deduction of professional dues of the recognized OTA. Such authorization shall continue in effect until such a time that the Treasurer of the local OTA, or the teacher, gives written notice to the Treasurer of the Board to discontinue such deductions or the teacher's employment with the Board terminates.

Such deductions shall be made over a ten (10) month period, beginning with the first paycheck of that school year after September 1. All money so deducted shall be remitted to the Treasurer of the local OTA monthly, accompanied by a list of teachers for whom the deductions are made and the amount for each said teacher, provided at least ten (10) days' notice is given to the Treasurer.

D. Fair Share Fee.

1. Payroll Deduction for Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Olentangy Teachers Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share

Notice of the amount of the annual fair share fee, which shall not be greater than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board no later than September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Feel Deductions

All Fair Share Feepayers

Payroll deduction of such annual fair share fees shall begin on the first pay date which occurs on or after January 15th annually. In the case of unit members newly hired after the beginning of the school year, the payroll deductions shall commence on the first pay date on or after the latter of:

a. Sixty (60) days employment in a bargaining unit position, *or*
b. January 15.

4. Transmission of Deductions

The Board further agreed to accompany each such transmittal with a list of the names of the unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the OEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Board shall give written notice within fifteen (15) workdays of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the Board;

c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

E. Annuity Deductions.

The District shall payroll deduct annuity contributions, if five (5) or more employees or at least one percent (1%) of all employees, whichever is greater, are enrolled; and the product vendor has agreed and signed an "Information Sharing Agreement." No teacher who was making annuity contributions through payroll deduction on July 1, 2005, will be disqualified from continuing such contributions based upon thresholds unless the product vendor will not agree and sign an "Information Sharing Agreement".

F. Fund For Children and Public Education deductions.

Teachers who are members of the OTA shall be granted payroll deductions for the Fund for Children and Public Education contributions (FCPE). A written authorization, signed by the teacher for payroll deduction shall be on a form provided by the Association and will be submitted to the Board's Treasurer by October 15. Deductions shall begin with the November 10 payroll. Written revocation of the authorization shall be filed with the Treasurer of the District and the President of the Association. The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise from or by reason of action by the Board in reliance upon any authorization cards or written revocations submitted to the Treasurer.

ARTICLE 47

District Coordinator/Building Chair

Positions of District Department/Building Chairs have been established in the following areas:

Elementary:	Building Level Positions (5): Math Language Arts Science/Health Social Studies Technology
Middle School:	Building Level Positions (6): Math Science Social Studies Language Arts Special Education Technology
High School:	Building Level Positions (11): Math Science Social Studies Language Arts Special Education Health/Physical Education Foreign Language Business/Work Family/Consumer Science/CBI Visual Arts/Industrial Technology Performing Arts Technology

District Level Positions (11):

Media (K-12)
Guidance (K-5) and (6-12)
Visual Arts (K-5) and (6-8)
Performing Arts (K-5) and (6-8)
Physical Education (K-5)
Special Education (K-5)
Health/PE (6-8)
Foreign Language (6-8)

These positions shall be paid in Group 7 of the Supplemental Salary Schedule.

In addition to the responsibilities listed in the job description, district department and building chairs will be required to attend district forums to be conducted by the curriculum department annually to assist in the facilitation and articulation of the K-12 program.

Members of the curriculum department and/or building administrator will conduct annual evaluations and make recommendations for supplemental contract renewals to the personnel department for employment or re-employment in May.

Interviews will be conducted for all positions by the curriculum department and/or the building administrator if there is more than one (1) candidate for a position.

ARTICLE 48

Fringe Benefits/Benefit Options

A. Term Life Insurance

All full-time teachers shall be eligible for $60,000 term life insurance. Coverage shall be pro-rated for part-time teachers.

B. Liability Insurance

The Board will furnish liability insurance for teachers as provided under the Board's liability insurance policy.

C. Health Insurance

1. Section 125 Cafeteria Plan. The Board will maintain a "cafeteria plan" following guidelines of the Internal Revenue Code Section 125. Dates for election of coverage shall be determined by the Board.

2. Health Insurance. The Board shall contribute to the cost of the following total insurance premium coverages for medical, dental, life insurance and/or optical:

a. Through December 31, 2005.

Option 1 - one hundred percent (100%) of the total premium for single coverage when the teacher elects to participate in single medical, single or family dental, and life insurance.

Option 2 - ninety-three percent (93%) of the total premium for single coverage when the teacher elects to participate in single medical, single optical, single or family dental and life insurance.

Option 3 - eighty-three percent (83%) of the total premium for family coverage when the teacher elects to participate in family medical, family or single dental, family optical and life insurance.
(A teacher may choose a portion of any option with the understanding that if optical is a part of their choice they can receive no more than ninety-three percent (93%) Board-paid benefits, and if family health care is included in the option, no more than eighty-three percent (83%) Board-paid benefits.)

b. Beginning January 1, 2006.

Single Coverage – ninety percent (90%) of the premium when the teacher elects to participate in single medical, dental, vision and/or life insurance.

Family Coverage – eighty percent (80%) of the premium for family coverage when the teacher elects to participate in family medical, dental, vision and/or life insurance.

3. HMO Alternative

Alternatively, the Board shall contract with a health maintenance organization to provide hospitalization and major medical coverage. Should the teacher elect to be covered by such a plan rather than the coverage listed in clause (1) above, then the Board shall pay for such coverage up to an amount equal to but not greater than its contribution required under clause (1). Should the cost of the premium for such HMO plan exceed the amount which the Board would have been required to contribute under clause (1), then the teacher shall pay the remainder. Dates for election of coverage shall be determined by the Board.

4. Joint Committee

The Board of Education may change the health insurance plans and carrier, but such plans shall provide benefits and coverage at least equal to Preferred Provider Plan A in effect as delineated in Appendix F. If the District chooses to exit the health insurance consortium, the Life Maximum shall be raised to at least $2,000,000. A joint committee of three (3) members appointed by the OTA President and three (3) persons appointed by the Superintendent shall study and recommend changes in the health benefits plan to manage and reduce health care costs for all participants in the District's health benefits plan.

ARTICLE 49

Supplemental Salary Schedule Provision

The salary schedule(s) and index(es) for supplemental contracts are included in Appendix D. The supplemental salary schedules are indexed to the teacher salary schedule(s), Bachelor's level with 0 years experience, BA(0).

The number of coaches/advisors at each position on the supplemental salary schedule will be jointly recommended to the Board by the athletic director/activity coordinator, head coach/advisor, appropriate administrator, and the Superintendent. New positions may be recommended to the Board by mutual consent of a joint committee of three appointees of the Superintendent and three appointees of the OTA.

ARTICLE 50

Continued Education

A. Teachers are annually eligible for one of the following:

1. One graduate credit earned through Olentangy Professional Development Academy between July 1 and June 30 of each school year; or,

2. Reimbursement of up to $125 per Section B. of this Article.

B. Reimbursement in accordance with option 2, above:

1. Continued education reimbursement covers the following items:

   a.) Course work related to the field of the teacher's certification or course work that is required as part of a professional program or additional certification.

   b.) Professional education organization membership fees.

   c.) Licensure renewal fees (including background checks, child abuse detection training, CPR certification, Pupil Activity Supervisor Certificate, and fingerprinting).

   d.) Educational seminars related to the field of the teacher's certification.

2. Teachers must be employed by the Board when continued education is completed and when reimbursement is made.

3. Proof of teacher expense shall be presented to the OTA Treasurer between June 1 and June 30 of each school year with:

   a.) A written request on a form as provided by the OTA Treasurer.

   b.) Proof of teacher expense may be a receipt, cancelled check, bank statement or student loan approval. For course work, this must include a copy of the tuition bill.

   c.) Copy of transcript must be submitted if coursework is submitted for reimbursement.

4. Reimbursement will be made by August 31 when the BOE Treasurer's office receives documentation of teacher expense from the OTA Treasurer. Those teachers who do not submit all necessary documentation between June 1 and June 30 will forfeit reimbursement for the current school year.

C. Funds provided by colleges and universities through student teaching and field service agreements shall be used to offset the general fund for continued education expenses

ARTICLE 51

Salary Schedule Provisions

A. General

Teachers with a bachelor's degree who have earned fifteen (15) semester hours after earning the bachelor's degree shall be placed on the bachelor's +15 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both, but must be reasonably related to the teacher's field(s) of instruction/administration and obtained through Olentangy Professional Development Academy or core coursework required in the pursuit of a masters or doctorate degree at an accredited university. Effective July 1, 1993, teachers with a bachelor's degree who have earned thirty (30) semester hours after earning the bachelor's degree, shall be placed on the bachelor's +30 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.

After obtaining a masters degree all additional course work must be at the graduate level to advance horizontally on the salary schedule, the hours must be reasonably related to the teacher's field(s) of instruction/administration and obtained through the Olentangy Professional Development Academy or core coursework required in pursuit of a masters or doctorate degree at an accredited university. In the event that coursework falls outside of the core requirements of a masters or doctorate degree at an accredited university or Olentangy Professional Development Academy it may be deemed appropriate in advance by the Superintendent/designee. Upon initial hire, a teacher shall be given up to ten (10) years, and may be given more than ten (10) years, experience credit for all years of teaching service in public or private schools or colleges

accredited by a state or the U.S. Government including up to five (5) years of active military service in the armed forces of the U.S., to the maximum step provided on the salary schedule for bargaining unit members. No teacher employed as of December 31, 2001, on regular contract in the District shall have his or her years of experience on the salary schedule reduced.

Teachers will be required to provide satisfactory evidence for all years of teaching service in public or private schools, current valid certificate and official transcripts for all education for placement on the salary schedule from colleges accredited by a state and proof of U.S. Government service, if applicable. Payment on the new column will commence the first pay of the current contract period, provided the Treasurer receives satisfactory evidence on or before October 15 and will begin to be paid no later than two (2) full pay periods following receipt of the satisfactory evidence. Coursework evidence provided by October 15, 2008 shall be based on the language of the 2007-2008 Negotiated Agreement if the coursework is completed successfully by June 30, 2008. Falsification of credentials and/or experience shall be grounds for immediate dismissal without recourse. Those teachers who do not submit all necessary documentation by October 15 will forfeit advancement to a higher column of the salary schedule for that school year.

B. Recognized Placement Criteria.

Three (3) quarter hours shall equal two (2) semester hours.
One (1) year of teaching experience shall mean the teacher has provided service of one hundred twenty (120) days or more in any one school year.

C. Salary.

Effective July 1, 2008, the base rate shall be $35,072 (calculated on the current salary index, see Appendix C).

Effective July 1, 2009, the base rate shall be $36,054 (calculated on the current salary index, See Appendix C).

Effective July 1, 2010, the base rate shall be $37,064 (calculated on the current salary index, See Appendix C).

ARTICLE 52

New Schedule/Index

Salary Schedule

A. Salary Schedule(s) incorporated as Appendix B.

B. Index for Salary Schedule(s) incorporated as Appendix C.

C. STRS "Pick-Up" Utilizing the Salary Reduction Method.

The Board agrees with the OTA to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the teachers under the following terms and conditions and in accordance with state law.

1. The amount to be "picked-up" on behalf of each teacher shall be equal to the amount required for contribution by the State Teachers Retirement System, based on the teacher's gross annual compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state tax, federal tax and qualified tax sheltered annuities and teacher's share of contributions to the benefit plan.

2. The pick-up shall become effective February 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.

3. Teachers are individually responsible for reviewing the relationship between the "pick-up" and their other tax deferral arrangements, if any.

ARTICLE 53

Employment of Previously Retired Teachers

The Board may fill any certified vacancy with a previously retired certificated/licensed applicant subject to the conditions provided below.

A. Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of the each school year without requirement for any performance evaluation and without any notice of non-renewal.

B. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.

C. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.

D. PRTs are eligible for sick leave accumulation up to a total of thirty (30) days commencing with the first year of reemployment, excluding eligibility to contribute to and participate in the sick leave bank. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.

E. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.

G. For purposes of salary schedule placement, a previously retired teacher may be granted between zero (0) and ten (10) years' service credit upon initial reemployment. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column. PRTs will be credited with all earned training and degrees for column placement purposes.

H. PRTs shall not be entitled to participate in the District's group insurance plans. However, to the extent that PRTs are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.

I. Article 50, Continued Education, reimbursement will not be provided to PRTs.

J. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

K. If any PRT's salary in the 2005-06 school year as a PRT exceeds the salary provided in this Article, that teacher shall remain on the same step of the salary schedule on which he/she was placed in the 2005-06 school year.

ARTICLE 54

Severability/Contrary to Law

Every teacher will have all privileges provided by state statutes except as changed by the provisions of this contract.

If a court or regulatory/administrative agency with proper jurisdiction determines that any provision or application of this agreement is invalid or is in conflict with state minimum standards either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to attempt to renegotiate said provision within thirty (30) calendar days after receipt of the request unless

mutually agreed otherwise. If an agreement has not been reached within forty-five (45) days the provisions of Article 7 of this Agreement or some other mutually agreed to procedure will be implemented.

ARTICLE 55

Complete Agreement

A. Entire Agreement.

This Agreement supersedes and cancels all previous agreements between the Board and the OTA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing.

B. Waiver of Negotiations.

Except as specifically provided in this contract, the board and the OTA waive the right to negotiate further with respect to matters specifically covered in this Agreement.

APPENDIX A

OLENTANGY LOCAL SCHOOL DISTRICT
Grievance Report Form

Grievance #_____

Name of Grievant _____

Building_____

Level I - Formal Grievance
Immediate Supervisor

A. Date Cause of Grievance Occurred_____

B. Statement of Grievance (including the specific Article(s) and Section(s) of the Agreement alleged to have been violated):

C. Relief Sought:

Signature of Grievant_____ Date_____

Signature of Principal_____ Date_____

Level II - Formal Grievance
Superintendent

A. Signature of Grievant _____ Date_____

B. Date Submitted to Superintendent _____

C. Disposition of Superintendent/Designee:

Signature of Superintendent/Designee_____ Date_____

Level III - Formal Grievance
Submission to Arbitration

A. Signature of Grievant_____ Date_____

B. Date Submitted to Arbitration _____

C. Signature of OTA Officer or Representative_____

Date: _____

APPENDIX B

Salary Schedule
July 1, 2008 through June 30, 2009
BA Base $35,072

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	35,072	36,475	37,527	39,614	41,578	43,542	45,506
1	36,538	37,979	39,053	41,315	43,314	45,453	47,593
2	38,004	39,484	40,578	43,016	45,050	47,365	49,679
3	39,470	40,989	42,104	44,717	46,786	49,276	51,766
4	40,936	42,493	43,630	46,418	48,522	51,188	53,853
5	43,868	45,502	46,681	48,119	50,258	53,099	55,940
6	45,334	47,007	48,206	49,820	51,994	55,010	58,027
7	46,800	48,512	49,732	51,521	53,730	56,922	60,113
8	48,266	50,016	51,258	53,222	55,466	58,833	62,200
9	49,732	51,521	52,783	54,923	57,202	60,745	64,287
10	51,198	53,025	54,309	56,624	58,938	62,656	66,374
11	52,664	54,530	55,835	58,325	60,675	64,568	68,461
12	54,130	56,035	57,360	60,026	62,411	66,479	70,547
13	55,596	57,539	58,886	61,727	64,147	68,390	72,634
14	57,062	59,044	60,412	63,428	65,883	70,302	74,721
15	58,528	60,548	61,937	65,129	67,619	72,213	76,808
16	59,994	62,053	63,463	66,830	69,355	74,125	78,894
17	61,460	63,557	64,988	68,531	71,091	76,036	80,981
18	62,926	65,062	66,514	70,232	72,827	77,948	83,068
19	64,392	66,567	68,040	71,933	74,563	79,859	85,155
20	65,858	68,071	69,565	73,634	76,299	81,770	87,242
21	65,858	68,071	69,565	73,634	76,299	81,770	87,242
22	68,790	71,080	72,617	74,153	76,874	82,419	88,206
23	68,790	71,080	72,617	74,153	76,874	82,419	88,206
24	68,790	71,080	72,617	74,153	76,874	82,419	88,206
25	69,891	74,086	76,183	78,281	82,479	86,673	90,872
26	69,891	74,086	76,183	78,281	82,479	86,673	90,872
27	69,891	74,086	76,183	78,281	82,479	86,673	90,872
28	69,891	74,086	76,183	78,281	82,479	86,673	90,872
29	69,891	74,086	76,183	78,281	82,479	86,673	90,872
30	69,891	74,086	76,183	78,281	82,479	86,673	90,872
31	69,891	74,086	76,183	78,281	82,479	86,673	90,872
32	69,891	74,086	76,183	78,281	82,479	86,673	90,872
33	69,891	74,086	76,183	78,281	82,479	86,673	90,872
34	69,891	74,086	76,183	78,281	82,479	86,673	90,872
35	69,891	74,086	76,183	78,281	82,479	86,673	90,872

Salary Schedule
July 1, 2009 through June 30, 2010
BA Base $36,054

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	36,054	37,496	38,578	40,723	42,742	44,761	46,780
1	37,561	39,043	40,146	42,472	44,527	46,726	48,925
2	39,068	40,590	41,714	44,220	46,311	48,691	51,070
3	40,575	42,136	43,283	45,969	48,096	50,656	53,216
4	42,082	43,683	44,851	47,717	49,881	52,621	55,361
5	45,096	46,776	47,988	49,466	51,665	54,586	57,506
6	46,603	48,323	49,556	51,215	53,450	56,551	59,651
7	48,110	49,870	51,125	52,963	55,235	58,516	61,797
8	49,618	51,417	52,693	54,712	57,019	60,481	63,942
9	51,125	52,963	54,261	56,461	58,804	62,446	66,087
10	52,632	54,510	55,830	58,209	60,589	64,410	68,232
11	54,139	56,057	57,398	59,958	62,373	66,375	70,377
12	55,646	57,603	58,966	61,706	64,158	68,340	72,523
13	57,153	59,150	60,535	63,455	65,943	70,305	74,668
14	58,660	60,697	62,103	65,204	67,727	72,270	76,813
15	60,167	62,244	63,671	66,952	69,512	74,235	78,958
16	61,674	63,790	65,240	68,701	71,297	76,200	81,103
17	63,181	65,337	66,808	70,450	73,081	78,165	83,249
18	64,688	66,884	68,376	72,198	74,866	80,130	85,394
19	66,195	68,430	69,945	73,947	76,651	82,095	87,539
20	67,702	69,977	71,513	75,695	78,435	84,060	89,684
21	67,702	69,977	71,513	75,695	78,435	84,060	89,684
22	70,716	73,071	74,650	76,229	79,027	84,727	90,676
23	70,716	73,071	74,650	76,229	79,027	84,727	90,676
24	70,716	73,071	74,650	76,229	79,027	84,727	90,676
25	71,848	76,160	78,316	80,473	84,788	89,100	93,416
26	71,848	76,160	78,316	80,473	84,788	89,100	93,416
27	71,848	76,160	78,316	80,473	84,788	89,100	93,416
28	71,848	76,160	78,316	80,473	84,788	89,100	93,416
29	71,848	76,160	78,316	80,473	84,788	89,100	93,416
30	71,848	76,160	78,316	80,473	84,788	89,100	93,416
31	71,848	76,160	78,316	80,473	84,788	89,100	93,416
32	71,848	76,160	78,316	80,473	84,788	89,100	93,416
33	71,848	76,160	78,316	80,473	84,788	89,100	93,416
34	71,848	76,160	78,316	80,473	84,788	89,100	93,416
35	71,848	76,160	78,316	80,473	84,788	89,100	93,416

Salary Schedule
July 1, 2010 through June 30, 2011
BA Base $37,064

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	37,064	38,547	39,658	41,864	43,939	46,015	48,091
1	38,613	40,137	41,271	43,661	45,774	48,035	50,296
2	40,163	41,727	42,883	45,459	47,609	50,055	52,501
3	41,712	43,317	44,495	47,257	49,443	52,075	54,706
4	43,261	44,907	46,108	49,054	51,278	54,095	56,912
5	46,360	48,087	49,332	50,852	53,113	56,115	59,117
6	47,909	49,677	50,944	52,649	54,947	58,135	61,322
7	49,458	51,267	52,557	54,447	56,782	60,155	63,528
8	51,007	52,857	54,169	56,245	58,617	62,175	65,733
9	52,557	54,447	55,781	58,042	60,451	64,195	67,938
10	54,106	56,037	57,394	59,840	62,286	66,215	70,144
11	55,655	57,627	59,006	61,637	64,121	68,235	72,349
12	57,205	59,217	60,618	63,435	65,955	70,255	74,554
13	58,754	60,807	62,230	65,233	67,790	72,275	76,760
14	60,303	62,397	63,843	67,030	69,625	74,295	78,965
15	61,852	63,987	65,455	68,828	71,459	76,315	81,170
16	63,402	65,577	67,067	70,625	73,294	78,335	83,375
17	64,951	67,167	68,680	72,423	75,129	80,355	85,581
18	66,500	68,757	70,292	74,221	76,963	82,375	87,786
19	68,050	70,347	71,904	76,018	78,798	84,395	89,991
20	69,599	71,938	73,516	77,816	80,633	86,415	92,197
21	69,599	71,938	73,516	77,816	80,633	86,415	92,197
22	72,697	75,118	76,741	78,364	81,241	87,100	93,216
23	72,697	75,118	76,741	78,364	81,241	87,100	93,216
24	72,697	75,118	76,741	78,364	81,241	87,100	93,216
25	73,861	78,294	80,510	82,727	87,163	91,596	96,033
26	73,861	78,294	80,510	82,727	87,163	91,596	96,033
27	73,861	78,294	80,510	82,727	87,163	91,596	96,033
28	73,861	78,294	80,510	82,727	87,163	91,596	96,033
29	73,861	78,294	80,510	82,727	87,163	91,596	96,033
30	73,861	78,294	80,510	82,727	87,163	91,596	96,033
31	73,861	78,294	80,510	82,727	87,163	91,596	96,033
32	73,861	78,294	80,510	82,727	87,163	91,596	96,033
33	73,861	78,294	80,510	82,727	87,163	91,596	96,033
34	73,861	78,294	80,510	82,727	87,163	91,596	96,033
35	73,861	78,294	80,510	82,727	87,163	91,596	96,033

APPENDIX C

SALARY INDEX
JULY 1, 2007 THROUGH JUNE 30, 2008

STEP	Index	Index	Index	Index	Index	Index	Index
0	1.0000	1.0400	1.0700	1.1295	1.1855	1.2415	1.2975
1	1.0418	1.0829	1.1135	1.1780	1.2350	1.2960	1.3570
2	1.0836	1.1258	1.1570	1.2265	1.2845	1.3505	1.4165
3	1.1254	1.1687	1.2005	1.2750	1.3340	1.4050	1.4760
4	1.1672	1.2116	1.2440	1.3235	1.3835	1.4595	1.5355
5	1.2508	1.2974	1.3310	1.3720	1.4330	1.5140	1.5950
6	1.2926	1.3403	1.3745	1.4205	1.4825	1.5685	1.6545
7	1.3344	1.3832	1.4180	1.4690	1.5320	1.6230	1.7140
8	1.3762	1.4261	1.4615	1.5175	1.5815	1.6775	1.7735
9	1.4180	1.4690	1.5050	1.5660	1.6310	1.7320	1.8330
10	1.4598	1.5119	1.5485	1.6145	1.6805	1.7865	1.8925
11	1.5016	1.5548	1.5920	1.6630	1.7300	1.8410	1.9520
12	1.5434	1.5977	1.6355	1.7115	1.7795	1.8955	2.0115
13	1.5852	1.6406	1.6790	1.7600	1.8290	1.9500	2.0710
14	1.6270	1.6835	1.7225	1.8085	1.8785	2.0045	2.1305
15	1.6688	1.7264	1.7660	1.8570	1.9280	2.0590	2.1900
16	1.7106	1.7693	1.8095	1.9055	1.9775	2.1135	2.2495
17	1.7524	1.8122	1.8530	1.9540	2.0270	2.1680	2.3090
18	1.7942	1.8551	1.8965	2.0025	2.0765	2.2225	2.3685
19	1.8360	1.8980	1.9400	2.0510	2.1260	2.2770	2.4280
20	1.8778	1.9409	1.9835	2.0995	2.1755	2.3315	2.4875
22	1.9614	2.0267	2.0705	2.1143	2.1919	2.3500	2.5150
25	1.9928	2.1124	2.1722	2.2320	2.3517	2.4713	2.5910

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE
July 1, 2008 through June 30, 2009

Base: $35,072

Step	Group 1	$
0	0.1300	$4,559
1	0.1350	$4,735
2	0.1400	$4,910
3	0.1450	$5,085
4	0.1500	$5,261
5	0.1550	$5,436
6	0.1600	$5,612
7	0.1650	$5,787
8	0.1700	$5,962
9	0.1750	$6,138
10	0.1800	$6,313

Step	Group 2	$
0	0.1200	$4,209
1	0.1250	$4,384
2	0.1300	$4,559
3	0.1350	$4,735
4	0.1400	$4,910
5	0.1450	$5,085
6	0.1500	$5,261
7	0.1550	$5,436
8	0.1600	$5,612
9	0.1650	$5,787
10	0.1700	$5,962

Step	Group 3	$
0	0.1000	$3,507
1	0.1050	$3,683
2	0.1100	$3,858
3	0.1150	$4,033
4	0.1200	$4,209
5	0.1250	$4,384
6	0.1300	$4,559
7	0.1350	$4,735
8	0.1400	$4,910
9	0.1450	$5,085
10	0.1500	$5,261

Step	Group 4	$
0	0.0800	$2,806
1	0.0850	$2,981
2	0.0900	$3,156
3	0.0950	$3,332
4	0.1000	$3,507
5	0.1050	$3,683
6	0.1100	$3,858
7	0.1150	$4,033
8	0.1200	$4,209
9	0.1250	$4,384
10	0.1300	$4,559

Step	Group 5	$
0	0.0700	$2,455
1	0.0750	$2,630
2	0.0800	$2,806
3	0.0850	$2,981
4	0.0900	$3,156
5	0.0950	$3,332
6	0.1000	$3,507
7	0.1050	$3,683
8	0.1100	$3,858
9	0.1150	$4,033
10	0.1200	$4,209

Step	Group 6	$
0	0.0600	$2,104
1	0.0650	$2,280
2	0.0700	$2,455
3	0.0750	$2,630
4	0.0800	$2,806
5	0.0850	$2,981
6	0.0900	$3,156
7	0.0950	$3,332
8	0.1000	$3,507
9	0.1050	$3,683
10	0.1100	$3,858

Step	Group 7	$
0	0.0500	$1,754
1	0.0550	$1,929
2	0.0600	$2,104
3	0.0650	$2,280
4	0.0700	$2,455
5	0.0750	$2,630
6	0.0800	$2,806
7	0.0850	$2,981
8	0.0900	$3,156
9	0.0950	$3,332
10	0.1000	$3,507

Step	Group 8	$
0	0.0400	$1,403
1	0.0425	$1,491
2	0.0450	$1,578
3	0.0475	$1,666
4	0.0500	$1,754
5	0.0525	$1,841
6	0.0550	$1,929
7	0.0575	$2,017
8	0.0600	$2,104
9	0.0625	$2,192
10	0.0650	$2,280

Step	Group 9	$
0	0.0300	$1,052
1	0.0325	$1,140
2	0.0350	$1,228
3	0.0375	$1,315
4	0.0400	$1,403
5	0.0425	$1,491
6	0.0450	$1,578
7	0.0475	$1,666
8	0.0500	$1,754
9	0.0525	$1,841
10	0.0550	$1,929

Step	Group 10	$
0	0.0200	$701
1	0.0210	$737
2	0.0220	$772
3	0.0230	$807
4	0.0240	$842
5	0.0250	$877
6	0.0260	$912
7	0.0270	$947
8	0.0280	$982
9	0.0290	$1,017
10	0.0300	$1,052

Step	Group 11	$
0	0.0100	$351
1	0.0110	$386
2	0.0120	$421
3	0.0130	$456
4	0.0140	$491
5	0.0150	$526
6	0.0160	$561
7	0.0170	$596
8	0.0180	$631
9	0.0190	$666
10	0.0200	$701

SUPPLEMENTAL SALARY SCHEDULE
July 1, 2009 through June 30, 2010

Base: $36,054

Step	Group 1	$
0	0.1300	$4,687
1	0.1350	$4,867
2	0.1400	$5,048
3	0.1450	$5,228
4	0.1500	$5,408
5	0.1550	$5,588
6	0.1600	$5,769
7	0.1650	$5,949
8	0.1700	$6,129
9	0.1750	$6,309
10	0.1800	$6,490

Step	Group 2	$
0	0.1200	$4,326
1	0.1250	$4,507
2	0.1300	$4,687
3	0.1350	$4,867
4	0.1400	$5,048
5	0.1450	$5,228
6	0.1500	$5,408
7	0.1550	$5,588
8	0.1600	$5,769
9	0.1650	$5,949
10	0.1700	$6,129

Step	Group 3	$
0	0.1000	$3,605
1	0.1050	$3,786
2	0.1100	$3,966
3	0.1150	$4,146
4	0.1200	$4,326
5	0.1250	$4,507
6	0.1300	$4,687
7	0.1350	$4,867
8	0.1400	$5,048
9	0.1450	$5,228
10	0.1500	$5,408

Step	Group 4	$
0	0.0800	$2,884
1	0.0850	$3,065
2	0.0900	$3,245
3	0.0950	$3,425
4	0.1000	$3,605
5	0.1050	$3,786
6	0.1100	$3,966
7	0.1150	$4,146
8	0.1200	$4,326
9	0.1250	$4,507
10	0.1300	$4,687

Step	Group 5	$
0	0.0700	$2,524
1	0.0750	$2,704
2	0.0800	$2,884
3	0.0850	$3,065
4	0.0900	$3,245
5	0.0950	$3,425
6	0.1000	$3,605
7	0.1050	$3,786
8	0.1100	$3,966
9	0.1150	$4,146
10	0.1200	$4,326

Step	Group 6	$
0	0.0600	$2,163
1	0.0650	$2,344
2	0.0700	$2,524
3	0.0750	$2,704
4	0.0800	$2,884
5	0.0850	$3,065
6	0.0900	$3,245
7	0.0950	$3,425
8	0.1000	$3,605
9	0.1050	$3,786
10	0.1100	$3,966

Step	Group 7	$
0	0.0500	$1,803
1	0.0550	$1,983
2	0.0600	$2,163
3	0.0650	$2,344
4	0.0700	$2,524
5	0.0750	$2,704
6	0.0800	$2,884
7	0.0850	$3,065
8	0.0900	$3,245
9	0.0950	$3,425
10	0.1000	$3,605

Step	Group 8	$
0	0.0400	$1,442
1	0.0425	$1,532
2	0.0450	$1,622
3	0.0475	$1,713
4	0.0500	$1,803
5	0.0525	$1,893
6	0.0550	$1,983
7	0.0575	$2,073
8	0.0600	$2,163
9	0.0625	$2,253
10	0.0650	$2,344

Step	Group 9	$
0	0.0300	$1,082
1	0.0325	$1,172
2	0.0350	$1,262
3	0.0375	$1,352
4	0.0400	$1,442
5	0.0425	$1,532
6	0.0450	$1,622
7	0.0475	$1,713
8	0.0500	$1,803
9	0.0525	$1,893
10	0.0550	$1,983

Step	Group 10	$
0	0.0200	$721
1	0.0210	$757
2	0.0220	$793
3	0.0230	$829
4	0.0240	$865
5	0.0250	$901
6	0.0260	$937
7	0.0270	$973
8	0.0280	$1,010
9	0.0290	$1,046
10	0.0300	$1,082

Step	Group 11	$
0	0.0100	$361
1	0.0110	$397
2	0.0120	$433
3	0.0130	$469
4	0.0140	$505
5	0.0150	$541
6	0.0160	$577
7	0.0170	$613
8	0.0180	$649
9	0.0190	$685
10	0.0200	$721

SUPPLEMENTAL SALARY SCHEDULE
July 1, 2010 through June 30, 2011

Base: $37,064

Step	Group 1	$
0	0.1300	$4,818
1	0.1350	$5,004
2	0.1400	$5,189
3	0.1450	$5,374
4	0.1500	$5,560
5	0.1550	$5,745
6	0.1600	$5,930
7	0.1650	$6,116
8	0.1700	$6,301
9	0.1750	$6,486
10	0.1800	$6,672

Step	Group 2	$
0	0.1200	$4,448
1	0.1250	$4,633
2	0.1300	$4,818
3	0.1350	$5,004
4	0.1400	$5,189
5	0.1450	$5,374
6	0.1500	$5,560
7	0.1550	$5,745
8	0.1600	$5,930
9	0.1650	$6,116
10	0.1700	$6,301

Step	Group 3	$
0	0.1000	$3,706
1	0.1050	$3,892
2	0.1100	$4,077
3	0.1150	$4,262
4	0.1200	$4,448
5	0.1250	$4,633
6	0.1300	$4,818
7	0.1350	$5,004
8	0.1400	$5,189
9	0.1450	$5,374
10	0.1500	$5,560

Step	Group 4	$
0	0.0800	$2,965
1	0.0850	$3,150
2	0.0900	$3,336
3	0.0950	$3,521
4	0.1000	$3,706
5	0.1050	$3,892
6	0.1100	$4,077
7	0.1150	$4,262
8	0.1200	$4,448
9	0.1250	$4,633
10	0.1300	$4,818

Step	Group 5	$
0	0.0700	$2,594
1	0.0750	$2,780
2	0.0800	$2,965
3	0.0850	$3,150
4	0.0900	$3,336
5	0.0950	$3,521
6	0.1000	$3,706
7	0.1050	$3,892
8	0.1100	$4,077
9	0.1150	$4,262
10	0.1200	$4,448

Step	Group 6	$
0	0.0600	$2,224
1	0.0650	$2,409
2	0.0700	$2,594
3	0.0750	$2,780
4	0.0800	$2,965
5	0.0850	$3,150
6	0.0900	$3,336
7	0.0950	$3,521
8	0.1000	$3,706
9	0.1050	$3,892
10	0.1100	$4,077

Step	Group 7	$
0	0.0500	$1,853
1	0.0550	$2,039
2	0.0600	$2,224
3	0.0650	$2,409
4	0.0700	$2,594
5	0.0750	$2,780
6	0.0800	$2,965
7	0.0850	$3,150
8	0.0900	$3,336
9	0.0950	$3,521
10	0.1000	$3,706

Step	Group 8	$
0	0.0400	$1,483
1	0.0425	$1,575
2	0.0450	$1,668
3	0.0475	$1,761
4	0.0500	$1,853
5	0.0525	$1,946
6	0.0550	$2,039
7	0.0575	$2,131
8	0.0600	$2,224
9	0.0625	$2,317
10	0.0650	$2,409

Step	Group 9	$
0	0.0300	$1,112
1	0.0325	$1,205
2	0.0350	$1,297
3	0.0375	$1,390
4	0.0400	$1,483
5	0.0425	$1,575
6	0.0450	$1,668
7	0.0475	$1,761
8	0.0500	$1,853
9	0.0525	$1,946
10	0.0550	$2,039

Step	Group 10	$
0	0.0200	$741
1	0.0210	$778
2	0.0220	$815
3	0.0230	$852
4	0.0240	$890
5	0.0250	$927
6	0.0260	$964
7	0.0270	$1,001
8	0.0280	$1,038
9	0.0290	$1,075
10	0.0300	$1,112

Step	Group 11	$
0	0.0100	$371
1	0.0110	$408
2	0.0120	$445
3	0.0130	$482
4	0.0140	$519
5	0.0150	$556
6	0.0160	$593
7	0.0170	$630
8	0.0180	$667
9	0.0190	$704
10	0.0200	$741

SUPPLEMENTAL SALARY GROUPS
JULY 1, 2008 THROUGH JUNE 30, 2011

GROUP 1
HS Head Band
HS Head Basketball
HS Head Football

GROUP 2
HS Head Baseball
HS Head Gymnastics
HS Head Lacrosse
HS Head Soccer
HS Head Softball
HS Head Swimming
HS Head Track
HS Head Volleyball
HS Head Wrestling

GROUP 3
HS Asst Band
HS Asst Basketball
HS JV Basketball
HS Frosh Basketball
HS Asst Football
HS Frosh Football
HS Asst Wrestling
HS JV Wrestling

GROUP 4
HS Asst Baseball
HS JV Baseball
HS Frosh Baseball
HS Head Cross Country
HS Drama Dir - Fall
HS Drama Dir - Spring
HS Drama Dir - Winter
HS Asst Frosh Football
HS Head Golf
HS Head Field Hockey
HS Asst Lacrosse
HS Asst Soccer
HS JV Soccer
HS Asst Softball
HS JV Softball
HS Frosh Softball
HS Head Tennis
HS Asst Track
HS Vocal Dir / Keynotes
HS Asst Volleyball
HS JV Volleyball
HS Frosh Wrestling

GROUP 5
HS Var Basketball Cheer
HS Asst Cross Country
HS Faculty Mgr - Fall
HS Faculty Mgr - Winter
HS Var Football Cheer
HS JV Golf
HS Asst Tennis
HS Frosh Volleyball
MS Band Dir
MS Faculty Mgr - Winter
MS Vocal Dir

GROUP 6
HS Faculty Mgr - Spring
HS Asst Field Hockey
HS Strings / Orchestra
HS Yearbook
MS 8th Gr Baseball
MS 7th Gr Baseball
MS 8th Gr Basketball
MS 7th Gr Basketball
MS Faculty Mgr - Fall
MS 8th Gr Football
MS 7th Gr Football
MS Golf
MS Lacrosse
MS 8th Gr Softball
MS 7th Gr Softball
MS Track
MS 8th Gr Volleyball
MS 7th Gr Volleyball
MS Wrestling

GROUP 7
District Dept / Bldg Chairs
HS JV Basketball Cheer
HS Asst Drama Dir - Fall
HS Asst Drama Dir - Spring
HS Asst Drama Dir - Winter
HS JV Football Cheer
HS Forensics Team
HS Majorette / Flag Corps
MS Asst Band
MS Cross Country
MS Faculty Mgr - Spring
MS Asst Football
MS Asst Lacrosse
MS Asst Track
MS Washington DC Coord
MS Asst Wrestling

GROUP 8
HS Frosh Basketball Cheer
HS Drama Choreographer - Fall
HS Drama Choreographer - Spring
HS Drama Choreographer - Winter
HS Jr Class Advisor
HS Frosh Football Cheer
HS Asst Forensics
HS In the Know
HS Percussion Advisor
HS Student Council
HS Weight Trng Coord - Fall
HS Weight Trng Coord - Spring
HS Weight Trng Coord - Summer
HS Weight Trng Coord - Winter
MS Asst Cross Country
MS Strings / Orchestra

GROUP 9
HS Sr Class Advisor
HS Community Service Performance
HS Drama Tech Dir - Fall
HS Drama Tech Dir - Spring
HS Drama Tech Dir - Winter
MS Basketball Cheer
MS Football Cheer
ES Safety Patrol

GROUP 10
HS Drama Instrumental Dir - Fall
HS Drama Instrumental Dir - Spring
HS Drama Instrumental Dir - Winter
HS Literacy Magazine
HS School Newspaper
HS Science Fair
MS Drama Club
MS Science Fair
ES Music Dir - Spring
ES Music Dir - Winter

GROUP 11
HS Art Club
HS Frosh Class Advisor
HS Soph Class Advisor
HS French Club Advisor
HS German Club Advisor
HS Industrial Technology Club
HS National Honor Society
HS Odyssey of the Minds
HS Ski Club Advisor
HS Spanish Club Advisor
HS Sports Stat - Fall
HS Sports Stat - Winter
HS Thespians
MS Spelling Bee
MS Student Council
MS Washington DC Chaperones
MS Yearbook
ES Music Asst - Spring
ES Music Asst - Winter
ES Spelling Bee

APPROVED CLUB ACTIVITIES
MS Chess Club - Volunteer Advisors
MS Tennis - Volunteer Advisors

APPENDIX E

TEACHER DRESS MEMORANDUM OF UNDERSTANDING

The following shall be the general standards and/or guidelines for teacher dress:

1. Fridays shall be designated as Olentangy School Spirit Days. On Fridays, teachers may wear blue/denim jeans if they are clean, neat and worn with Olentangy logo attire or school assigned colors.

2. On Spirit Days, other team logos (not Olentangy) with blue/denim jeans are not acceptable.

3. "Bib" style pants or overalls, regardless of the material and/or day of the week, are not acceptable.

4. Any attire which exhibits excessive wear, such as fraying or holes, is not acceptable.

5. Foot attire should remain professional. Soiled or tattered tennis shoes are not acceptable.

6. Building sponsored "spirit days" for Olentangy or other teams or events are not discouraged, but must be pre-planned and coordinated between the building faculty and the building administrator.

7. For field trips, teachers may wear clothing which is appropriate to the scheduled activity.

APPENDIX F

OLENTANGY HEALTH INSURANCE COVERAGE LEVELS

Standardized Managed Care
Preferred Provider Plan A

	In Network	Out of Network
PREVENTATIVE CARE:		
OB/GYN Exams	$10 copay	80%
Well Baby/Child	$10 copay	Not covered
Routine Eye/Ear	$10 copay	Not covered
Routine Physical	$10 copay – $200 calendar year max	Not covered
Routine Immunizations	$10 copay	Not covered
Allergy Testing	$10 copay	80%
Mammogram	100%	80%
Emergency Room	$50 copay	80%
MENTAL NERVOUS:		
Inpatient	100% - 30 days/calendar year	
Outpatient	$10 for 1-25 visits/year; $20 for 26-50 visits/year	
SUBSTANCE ABUSE:		
Inpatient	100% - 30 days/calendar year	
Outpatient	$10 for 1-25 visits/year; $20 for 26-50 visits/year	
Deductible	0	$200 single/$400 family
Coinsurance	100%	80%
Out of Pocket	N/A	$700 single/$1,400 family (includes deductible)
Life-Time Maximum	$1,000,000	$1,000,000
HOSPITAL: ($200 Hospital Utilization Review Penalty)		
Room and Board	100%	80%
Miscellaneous	100%	80%
SURGICAL:		
Inpatient	100%	80%
Outpatient	100%	80%
Physician's Office	$10 copay	80%
Anesthesia	100%	80%
Inpatient Hospital Physician Visits	100%	80%
Office Visits	$10 copay	80%
Specialist Office Visit	$10 copay	80%
Pre-admission Testing	100%	80%
Diagnostic Lab/X-ray	100%	80%
Radiation Therapy	100%	80%
Skilled Nursing Facility	100%	80%
Home Health Care	100%	80%
Hospice	100%	80%
Durable Medical Equipment (Rental to Purchase Price)	100%	80%
Physical Therapy	100%	80%
PRESCRIPTIONS:		
Brand	$10 copay	$10 copay
Generic	$5 copay	$5 copay
Mail Order	$5 copay	$5 copay

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Olentangy Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the Board and the Olentangy Education Association, effective from July 1, 2008 through June 30, 2011.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Interim Superintendent

Board President

April 30, 2008

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August 25, 2008

2008 AUG 27 A 11: 20
STATE EMPLOYMENT RELATIONS BOARD

Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215

Re: Olentangy Local School District and Olentangy Teachers' Association (Delaware County)

Dear Clerk:

Enclosed for filing please find two (2) copies of the parties' Negotiated Agreement for the period July 1, 2008 through June 30, 2011. All wage schedules are included.

Please time-stamp the extra copy, which is enclosed, and return it to me in the enclosed self-addressed stamped envelope. Thank you in advance for your assistance.

Very truly yours,

Gregory B. Scott

Enclosures
GBS/cnb
Cc: Mr. Gale Marsh, Executive Director of Human Resources, Olentangy Local Schools
(w/out encl.)
Ms. Melodie Terman, OEA Labor Relations Consultant
(w/out encl.)

Olentangy Teachers Association (OTA)
Negotiations 2011

(All articles and/or sections not specified in this proposal shall remain unchanged with current contract language stated in the July 1, 2008 through June 31, 2011 Agreement between The Board of Education of the Olentangy Local School District and the Olentangy Teachers' Association, an OEA/NEA affiliate.)

OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

NEGOTIATED AGREEMENT

BETWEEN

OLENTANGY TEACHERS ASSOCIATION

AND

OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

FOR THE PERIOD

JULY 1, ~~2008~~2011 THROUGH JUNE 30, ~~2011~~2012

10/7/10

10/7/10

Olentangy Teachers Association (OTA)
Negotiations 2011

(All articles and/or sections not specified in this proposal shall remain unchanged with current contract language stated in the July 1, 2008 through June 31, 2011 Agreement between The Board of Education of the Olentangy Local School District and the Olentangy Teachers' Association, an OEA/NEA affiliate.)

ARTICLE 1

Signatures

This Master Agreement shall become effective at 12:01 a.m. on July 1, ~~2008~~ **2011** and shall continue in full force and effect until midnight, June 30, ~~2011~~**2012**.

Executed as of the ____ day of _____, ~~2008~~ **2010**.

10/7/10

10/7/10

OLENTANGY TEACHERS ASSOCIATION

Negotiating Chairperson:

_____

President

_____

Other Members:

_____

_____

_____

_____

_____

BOARD OF EDUCATION,
OLENTANGY LOCAL SCHOOLS

_____

President

_____

Treasurer

_____

Interim Superintendent

ARTICLE 51

Salary Schedule Provisions

A. General

CCL

B. Recognized Placement Criteria.

CCL

C. Salary.

~~Effective July 1, 2008, the base rate shall be $35,072 (calculated on the current salary index, see Appendix C).~~

~~Effective July 1, 2009, the base rate shall be $36,054 (calculated on the current salary index, See Appendix C).~~

Effective July 1, ~~2010~~**2011**, the base rate shall be $37,064 (calculated on the current salary index, See Appendix C).

APPENDIX B

~~**Salary Schedule**~~
~~**July 1, 2008 through June 30, 2009**~~
~~**BA Base $35,072**~~

~~Step~~	~~BA~~	~~BA+15~~	~~BA+30~~	~~MA~~	~~MA+15~~	~~MA+30~~	~~MA+45~~
~~0~~	~~35,072~~	~~36,475~~	~~37,527~~	~~39,614~~	~~41,578~~	~~43,542~~	~~45,506~~
~~1~~	~~36,538~~	~~37,979~~	~~39,053~~	~~41,315~~	~~43,314~~	~~45,453~~	~~47,593~~
~~2~~	~~38,004~~	~~39,484~~	~~40,578~~	~~43,016~~	~~45,050~~	~~47,365~~	~~49,679~~
~~3~~	~~39,470~~	~~40,989~~	~~42,104~~	~~44,717~~	~~46,786~~	~~49,276~~	~~51,766~~
~~4~~	~~40,936~~	~~42,493~~	~~43,630~~	~~46,418~~	~~48,522~~	~~51,188~~	~~53,853~~
~~5~~	~~43,868~~	~~45,502~~	~~46,681~~	~~48,119~~	~~50,258~~	~~53,099~~	~~55,940~~
~~6~~	~~45,334~~	~~47,007~~	~~48,206~~	~~49,820~~	~~51,994~~	~~55,010~~	~~58,027~~
~~7~~	~~46,800~~	~~48,512~~	~~49,732~~	~~51,521~~	~~53,730~~	~~56,922~~	~~60,113~~
~~8~~	~~48,266~~	~~50,016~~	~~51,258~~	~~53,222~~	~~55,466~~	~~58,833~~	~~62,200~~
~~9~~	~~49,732~~	~~51,521~~	~~52,783~~	~~54,923~~	~~57,202~~	~~60,745~~	~~64,287~~
~~10~~	~~51,198~~	~~53,025~~	~~54,309~~	~~56,624~~	~~58,938~~	~~62,656~~	~~66,374~~
~~11~~	~~52,664~~	~~54,530~~	~~55,835~~	~~58,325~~	~~60,675~~	~~64,568~~	~~68,461~~
~~12~~	~~54,130~~	~~56,035~~	~~57,360~~	~~60,026~~	~~62,411~~	~~66,479~~	~~70,547~~
~~13~~	~~55,596~~	~~57,539~~	~~58,886~~	~~61,727~~	~~64,147~~	~~68,390~~	~~72,634~~
~~14~~	~~57,062~~	~~59,044~~	~~60,412~~	~~63,428~~	~~65,883~~	~~70,302~~	~~74,721~~
~~15~~	~~58,528~~	~~60,548~~	~~61,937~~	~~65,129~~	~~67,619~~	~~72,213~~	~~76,808~~
~~16~~	~~59,994~~	~~62,053~~	~~63,463~~	~~66,830~~	~~69,355~~	~~74,125~~	~~78,894~~
~~17~~	~~61,460~~	~~63,557~~	~~64,988~~	~~68,531~~	~~71,091~~	~~76,036~~	~~80,981~~
~~18~~	~~62,926~~	~~65,062~~	~~66,514~~	~~70,232~~	~~72,827~~	~~77,948~~	~~83,068~~
~~19~~	~~64,392~~	~~66,567~~	~~68,040~~	~~71,933~~	~~74,563~~	~~79,859~~	~~85,155~~
~~20~~	~~65,858~~	~~68,071~~	~~69,565~~	~~73,634~~	~~76,299~~	~~81,770~~	~~87,242~~
~~21~~	~~65,858~~	~~68,071~~	~~69,565~~	~~73,634~~	~~76,299~~	~~81,770~~	~~87,242~~
~~22~~	~~68,790~~	~~71,080~~	~~72,617~~	~~74,153~~	~~76,874~~	~~82,419~~	~~88,206~~
~~23~~	~~68,790~~	~~71,080~~	~~72,617~~	~~74,153~~	~~76,874~~	~~82,419~~	~~88,206~~
~~24~~	~~68,790~~	~~71,080~~	~~72,617~~	~~74,153~~	~~76,874~~	~~82,419~~	~~88,206~~
~~25~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~26~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~27~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~28~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~29~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~30~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~31~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~32~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~33~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~34~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~
~~35~~	~~69,891~~	~~74,086~~	~~76,183~~	~~78,281~~	~~82,479~~	~~86,673~~	~~90,872~~

Olentangy Teachers Association (OTA)
Negotiations 2011

(All articles and/or sections not specified in this proposal shall remain unchanged with current contract language stated in the July 1, 2008 through June 31, 2011 Agreement between The Board of Education of the Olentangy Local School District and the Olentangy Teachers' Association, an OEA/NEA affiliate.)

~~Salary Schedule~~
~~July 1, 2009 through June 30, 2010~~
~~BA Base $36,054~~

~~Step~~	~~BA~~	~~BA+15~~	~~BA+30~~	~~MA~~	~~MA+15~~	~~MA+30~~	~~MA+45~~
~~0~~	~~36,054~~	~~37,496~~	~~38,578~~	~~40,723~~	~~42,742~~	~~44,761~~	~~46,780~~
~~1~~	~~37,561~~	~~39,043~~	~~40,146~~	~~42,472~~	~~44,527~~	~~46,726~~	~~48,925~~
~~2~~	~~39,068~~	~~40,590~~	~~41,714~~	~~44,220~~	~~46,311~~	~~48,691~~	~~51,070~~
~~3~~	~~40,575~~	~~42,136~~	~~43,283~~	~~45,969~~	~~48,096~~	~~50,656~~	~~53,216~~
~~4~~	~~42,082~~	~~43,683~~	~~44,851~~	~~47,717~~	~~49,881~~	~~52,621~~	~~55,361~~
~~5~~	~~45,096~~	~~46,776~~	~~47,988~~	~~49,466~~	~~51,665~~	~~54,586~~	~~57,506~~
~~6~~	~~46,603~~	~~48,323~~	~~49,556~~	~~51,215~~	~~53,450~~	~~56,551~~	~~59,651~~
~~7~~	~~48,110~~	~~49,870~~	~~51,125~~	~~52,963~~	~~55,235~~	~~58,516~~	~~61,797~~
~~8~~	~~49,618~~	~~51,417~~	~~52,693~~	~~54,712~~	~~57,019~~	~~60,481~~	~~63,942~~
~~9~~	~~51,125~~	~~52,963~~	~~54,261~~	~~56,461~~	~~58,804~~	~~62,446~~	~~66,087~~
~~10~~	~~52,632~~	~~54,510~~	~~55,830~~	~~58,209~~	~~60,589~~	~~64,410~~	~~68,232~~
~~11~~	~~54,139~~	~~56,057~~	~~57,398~~	~~59,958~~	~~62,373~~	~~66,375~~	~~70,377~~
~~12~~	~~55,646~~	~~57,603~~	~~58,966~~	~~61,706~~	~~64,158~~	~~68,340~~	~~72,523~~
~~13~~	~~57,153~~	~~59,150~~	~~60,535~~	~~63,455~~	~~65,943~~	~~70,305~~	~~74,668~~
~~14~~	~~58,660~~	~~60,697~~	~~62,103~~	~~65,204~~	~~67,727~~	~~72,270~~	~~76,813~~
~~15~~	~~60,167~~	~~62,244~~	~~63,671~~	~~66,952~~	~~69,512~~	~~74,235~~	~~78,958~~
~~16~~	~~61,674~~	~~63,790~~	~~65,240~~	~~68,701~~	~~71,297~~	~~76,200~~	~~81,103~~
~~17~~	~~63,181~~	~~65,337~~	~~66,808~~	~~70,450~~	~~73,081~~	~~78,165~~	~~83,249~~
~~18~~	~~64,688~~	~~66,884~~	~~68,376~~	~~72,198~~	~~74,866~~	~~80,130~~	~~85,394~~
~~19~~	~~66,195~~	~~68,430~~	~~69,945~~	~~73,947~~	~~76,651~~	~~82,095~~	~~87,539~~
~~20~~	~~67,702~~	~~69,977~~	~~71,513~~	~~75,695~~	~~78,435~~	~~84,060~~	~~89,684~~
~~21~~	~~67,702~~	~~69,977~~	~~71,513~~	~~75,695~~	~~78,435~~	~~84,060~~	~~89,684~~
~~22~~	~~70,716~~	~~73,071~~	~~74,650~~	~~76,229~~	~~79,027~~	~~84,727~~	~~90,676~~
~~23~~	~~70,716~~	~~73,071~~	~~74,650~~	~~76,229~~	~~79,027~~	~~84,727~~	~~90,676~~
~~24~~	~~70,716~~	~~73,071~~	~~74,650~~	~~76,229~~	~~79,027~~	~~84,727~~	~~90,676~~
~~25~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~26~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~27~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~28~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~29~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~30~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~31~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~32~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~33~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~34~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~
~~35~~	~~71,848~~	~~76,160~~	~~78,316~~	~~80,473~~	~~84,788~~	~~89,100~~	~~93,416~~

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Olentangy Teachers Association (OTA)
Negotiations 2011

(All articles and/or sections not specified in this proposal shall remain unchanged with current contract language stated in the July 1, 2008 through June 31, 2011 Agreement between The Board of Education of the Olentangy Local School District and the Olentangy Teachers' Association, an OEA/NEA affiliate.)

Salary Schedule
July 1, ~~2010~~2011 through June 30, ~~2011~~2012
BA Base $37,064

4.69%
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Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	37,064	38,547	39,658	41,864	43,939	46,015	48,091
1	38,613	40,137	41,271	43,661	45,774	48,035	50,296
2	40,163	41,727	42,883	45,459	47,609	50,055	52,501
3	41,712	43,317	44,495	47,257	49,443	52,075	54,706
4	43,261	44,907	46,108	49,054	51,278	54,095	56,912
5	46,360	48,087	49,332	50,852	53,113	56,115	59,117
6	47,909	49,677	50,944	52,649	54,947	58,135	61,322
7	49,458	51,267	52,557	54,447	56,782	60,155	63,528
8	51,007	52,857	54,169	56,245	58,617	62,175	65,733
9	52,557	54,447	55,781	58,042	60,451	64,195	67,938
10	54,106	56,037	57,394	59,840	62,286	66,215	70,144
11	55,655	57,627	59,006	61,637	64,121	68,235	72,349
12	57,205	59,217	60,618	63,435	65,955	70,255	74,554
13	58,754	60,807	62,230	65,233	67,790	72,275	76,760
14	60,303	62,397	63,843	67,030	69,625	74,295	78,965
15	61,852	63,987	65,455	68,828	71,459	76,315	81,170
16	63,402	65,577	67,067	70,625	73,294	78,335	83,375
17	64,951	67,167	68,680	72,423	75,129	80,355	85,581
18	66,500	68,757	70,292	74,221	76,963	82,375	87,786
19	68,050	70,347	71,904	76,018	78,798	84,395	89,991
20	69,599	71,938	73,516	77,816	80,633	86,415	92,197
21	69,599	71,938	73,516	77,816	80,633	86,415	92,197
22	72,697	75,118	76,741	78,364	81,241	87,100	93,216
23	72,697	75,118	76,741	78,364	81,241	87,100	93,216
24	72,697	75,118	76,741	78,364	81,241	87,100	93,216
25	73,861	78,294	80,510	82,727	87,163	91,596	96,033
26	73,861	78,294	80,510	82,727	87,163	91,596	96,033
27	73,861	78,294	80,510	82,727	87,163	91,596	96,033
28	73,861	78,294	80,510	82,727	87,163	91,596	96,033
29	73,861	78,294	80,510	82,727	87,163	91,596	96,033
30	73,861	78,294	80,510	82,727	87,163	91,596	96,033
31	73,861	78,294	80,510	82,727	87,163	91,596	96,033
32	73,861	78,294	80,510	82,727	87,163	91,596	96,033
33	73,861	78,294	80,510	82,727	87,163	91,596	96,033
34	73,861	78,294	80,510	82,727	87,163	91,596	96,033
35	73,861	78,294	80,510	82,727	87,163	91,596	96,033

APPENDIX C

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SALARY INDEX

JULY 1, ~~2008~~2011 THROUGH JUNE 30, ~~2011~~2012

STEP	Index	Index	Index	Index	Index	Index	Index
0	1.0000	1.0400	1.0700	1.1295	1.1855	1.2415	1.2975
1	1.0418	1.0829	1.1135	1.1780	1.2350	1.2960	1.3570
2	1.0836	1.1258	1.1570	1.2265	1.2845	1.3505	1.4165
3	1.1254	1.1687	1.2005	1.2750	1.3340	1.4050	1.4760
4	1.1672	1.2116	1.2440	1.3235	1.3835	1.4595	1.5355
5	1.2508	1.2974	1.3310	1.3720	1.4330	1.5140	1.5950
6	1.2926	1.3403	1.3745	1.4205	1.4825	1.5685	1.6545
7	1.3344	1.3832	1.4180	1.4690	1.5320	1.6230	1.7140
8	1.3762	1.4261	1.4615	1.5175	1.5815	1.6775	1.7735
9	1.4180	1.4690	1.5050	1.5660	1.6310	1.7320	1.8330
10	1.4598	1.5119	1.5485	1.6145	1.6805	1.7865	1.8925
11	1.5016	1.5548	1.5920	1.6630	1.7300	1.8410	1.9520
12	1.5434	1.5977	1.6355	1.7115	1.7795	1.8955	2.0115
13	1.5852	1.6406	1.6790	1.7600	1.8290	1.9500	2.0710
14	1.6270	1.6835	1.7225	1.8085	1.8785	2.0045	2.1305
15	1.6688	1.7264	1.7660	1.8570	1.9280	2.0590	2.1900
16	1.7106	1.7693	1.8095	1.9055	1.9775	2.1135	2.2495
17	1.7524	1.8122	1.8530	1.9540	2.0270	2.1680	2.3090
18	1.7942	1.8551	1.8965	2.0025	2.0765	2.2225	2.3685
19	1.8360	1.8980	1.9400	2.0510	2.1260	2.2770	2.4280
20	1.8778	1.9409	1.9835	2.0995	2.1755	2.3315	2.4875
22	1.9614	2.0267	2.0705	2.1143	2.1919	2.3500	2.5150
25	1.9928	2.1124	2.1722	2.2320	2.3517	2.4713	2.5910

APPENDIX D

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~~SUPPLEMENTAL SALARY SCHEDULE~~
~~July 1, 2008 through June 30, 2009~~
~~Base: $35,072~~

~~Step~~	~~Group 1~~	~~$~~
~~0~~	~~0.1300~~	~~$4,559~~
~~1~~	~~0.1350~~	~~$4,735~~
~~2~~	~~0.1400~~	~~$4,910~~
~~3~~	~~0.1450~~	~~$5,085~~
~~4~~	~~0.1500~~	~~$5,261~~
~~5~~	~~0.1550~~	~~$5,436~~
~~6~~	~~0.1600~~	~~$5,612~~
~~7~~	~~0.1650~~	~~$5,787~~
~~8~~	~~0.1700~~	~~$5,962~~
~~9~~	~~0.1750~~	~~$6,138~~
~~10~~	~~0.1800~~	~~$6,313~~

~~Step~~	~~Group 2~~	~~$~~
~~0~~	~~0.1200~~	~~$4,209~~
~~1~~	~~0.1250~~	~~$4,384~~
~~2~~	~~0.1300~~	~~$4,559~~
~~3~~	~~0.1350~~	~~$4,735~~
~~4~~	~~0.1400~~	~~$4,910~~
~~5~~	~~0.1450~~	~~$5,085~~
~~6~~	~~0.1500~~	~~$5,261~~
~~7~~	~~0.1550~~	~~$5,436~~
~~8~~	~~0.1600~~	~~$5,612~~
~~9~~	~~0.1650~~	~~$5,787~~
~~10~~	~~0.1700~~	~~$5,962~~

~~Step~~	~~Group 3~~	~~$~~
~~0~~	~~0.1000~~	~~$3,507~~
~~1~~	~~0.1050~~	~~$3,683~~
~~2~~	~~0.1100~~	~~$3,858~~
~~3~~	~~0.1150~~	~~$4,033~~
~~4~~	~~0.1200~~	~~$4,209~~
~~5~~	~~0.1250~~	~~$4,384~~
~~6~~	~~0.1300~~	~~$4,559~~
~~7~~	~~0.1350~~	~~$4,735~~
~~8~~	~~0.1400~~	~~$4,910~~
~~9~~	~~0.1450~~	~~$5,085~~
~~10~~	~~0.1500~~	~~$5,261~~

~~Step~~	~~Group 4~~	~~$~~
~~0~~	~~0.0800~~	~~$2,806~~
~~1~~	~~0.0850~~	~~$2,981~~
~~2~~	~~0.0900~~	~~$3,156~~
~~3~~	~~0.0950~~	~~$3,332~~
~~4~~	~~0.1000~~	~~$3,507~~
~~5~~	~~0.1050~~	~~$3,683~~
~~6~~	~~0.1100~~	~~$3,858~~
~~7~~	~~0.1150~~	~~$4,033~~
~~8~~	~~0.1200~~	~~$4,209~~
~~9~~	~~0.1250~~	~~$4,384~~
~~10~~	~~0.1300~~	~~$4,559~~

~~Step~~	~~Group 5~~	~~$~~
~~0~~	~~0.0700~~	~~$2,455~~
~~1~~	~~0.0750~~	~~$2,630~~
~~2~~	~~0.0800~~	~~$2,806~~
~~3~~	~~0.0850~~	~~$2,981~~
~~4~~	~~0.0900~~	~~$3,156~~
~~5~~	~~0.0950~~	~~$3,332~~
~~6~~	~~0.1000~~	~~$3,507~~
~~7~~	~~0.1050~~	~~$3,683~~
~~8~~	~~0.1100~~	~~$3,858~~
~~9~~	~~0.1150~~	~~$4,033~~
~~10~~	~~0.1200~~	~~$4,209~~

~~Step~~	~~Group 6~~	~~$~~
~~0~~	~~0.0600~~	~~$2,104~~
~~1~~	~~0.0650~~	~~$2,280~~
~~2~~	~~0.0700~~	~~$2,455~~
~~3~~	~~0.0750~~	~~$2,630~~
~~4~~	~~0.0800~~	~~$2,806~~
~~5~~	~~0.0850~~	~~$2,981~~
~~6~~	~~0.0900~~	~~$3,156~~
~~7~~	~~0.0950~~	~~$3,332~~
~~8~~	~~0.1000~~	~~$3,507~~
~~9~~	~~0.1050~~	~~$3,683~~
~~10~~	~~0.1100~~	~~$3,858~~

~~Step~~	~~Group 7~~	~~$~~
~~0~~	~~0.0500~~	~~$1,754~~
~~1~~	~~0.0550~~	~~$1,929~~
~~2~~	~~0.0600~~	~~$2,104~~
~~3~~	~~0.0650~~	~~$2,280~~
~~4~~	~~0.0700~~	~~$2,455~~
~~5~~	~~0.0750~~	~~$2,630~~
~~6~~	~~0.0800~~	~~$2,806~~
~~7~~	~~0.0850~~	~~$2,981~~
~~8~~	~~0.0900~~	~~$3,156~~
~~9~~	~~0.0950~~	~~$3,332~~
~~10~~	~~0.1000~~	~~$3,507~~

~~Step~~	~~Group 8~~	~~$~~
~~0~~	~~0.0400~~	~~$1,403~~
~~1~~	~~0.0425~~	~~$1,491~~
~~2~~	~~0.0450~~	~~$1,578~~
~~3~~	~~0.0475~~	~~$1,666~~
~~4~~	~~0.0500~~	~~$1,754~~
~~5~~	~~0.0525~~	~~$1,841~~
~~6~~	~~0.0550~~	~~$1,929~~
~~7~~	~~0.0575~~	~~$2,017~~
~~8~~	~~0.0600~~	~~$2,104~~
~~9~~	~~0.0625~~	~~$2,192~~
~~10~~	~~0.0650~~	~~$2,280~~

~~Step~~	~~Group 9~~	~~$~~
~~0~~	~~0.0300~~	~~$1,052~~
~~1~~	~~0.0325~~	~~$1,140~~
~~2~~	~~0.0350~~	~~$1,228~~
~~3~~	~~0.0375~~	~~$1,315~~
~~4~~	~~0.0400~~	~~$1,403~~
~~5~~	~~0.0425~~	~~$1,491~~
~~6~~	~~0.0450~~	~~$1,578~~
~~7~~	~~0.0475~~	~~$1,666~~
~~8~~	~~0.0500~~	~~$1,754~~
~~9~~	~~0.0525~~	~~$1,841~~
~~10~~	~~0.0550~~	~~$1,929~~

~~Step~~	~~Group 10~~	~~$~~
~~0~~	~~0.0200~~	~~$701~~
~~1~~	~~0.0210~~	~~$737~~
~~2~~	~~0.0220~~	~~$772~~
~~3~~	~~0.0230~~	~~$807~~
~~4~~	~~0.0240~~	~~$842~~
~~5~~	~~0.0250~~	~~$877~~
~~6~~	~~0.0260~~	~~$912~~
~~7~~	~~0.0270~~	~~$947~~
~~8~~	~~0.0280~~	~~$982~~
~~9~~	~~0.0290~~	~~$1,017~~
~~10~~	~~0.0300~~	~~$1,052~~

~~Step~~	~~Group 11~~	~~$~~
~~0~~	~~0.0100~~	~~$351~~
~~1~~	~~0.0110~~	~~$386~~
~~2~~	~~0.0120~~	~~$421~~
~~3~~	~~0.0130~~	~~$456~~
~~4~~	~~0.0140~~	~~$491~~
~~5~~	~~0.0150~~	~~$526~~
~~6~~	~~0.0160~~	~~$561~~
~~7~~	~~0.0170~~	~~$596~~
~~8~~	~~0.0180~~	~~$631~~
~~9~~	~~0.0190~~	~~$666~~
~~10~~	~~0.0200~~	~~$701~~

Olentangy Teachers Association (OTA)
Negotiations 2011

(All articles and/or sections not specified in this proposal shall remain unchanged with current contract language stated in the July 1, 2008 through June 31, 2011 Agreement between The Board of Education of the Olentangy Local School District and the Olentangy Teachers' Association, an OEA/NEA affiliate.)

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~~SUPPLEMENTAL SALARY SCHEDULE~~
~~July 1, 2009 through June 30, 2010~~

~~Base: $36,054~~

~~Step~~	~~Group 1~~	~~$~~
~~0~~	~~0.1300~~	~~$4,687~~
~~1~~	~~0.1350~~	~~$4,867~~
~~2~~	~~0.1400~~	~~$5,048~~
~~3~~	~~0.1450~~	~~$5,228~~
~~4~~	~~0.1500~~	~~$5,408~~
~~5~~	~~0.1550~~	~~$5,588~~
~~6~~	~~0.1600~~	~~$5,769~~
~~7~~	~~0.1650~~	~~$5,949~~
~~8~~	~~0.1700~~	~~$6,129~~
~~9~~	~~0.1750~~	~~$6,309~~
~~10~~	~~0.1800~~	~~$6,490~~

~~Step~~	~~Group 2~~	~~$~~
~~0~~	~~0.1200~~	~~$4,326~~
~~1~~	~~0.1250~~	~~$4,507~~
~~2~~	~~0.1300~~	~~$4,687~~
~~3~~	~~0.1350~~	~~$4,867~~
~~4~~	~~0.1400~~	~~$5,048~~
~~5~~	~~0.1450~~	~~$5,228~~
~~6~~	~~0.1500~~	~~$5,408~~
~~7~~	~~0.1550~~	~~$5,588~~
~~8~~	~~0.1600~~	~~$5,769~~
~~9~~	~~0.1650~~	~~$5,949~~
~~10~~	~~0.1700~~	~~$6,129~~

~~Step~~	~~Group 3~~	~~$~~
~~0~~	~~0.1000~~	~~$3,605~~
~~1~~	~~0.1050~~	~~$3,786~~
~~2~~	~~0.1100~~	~~$3,966~~
~~3~~	~~0.1150~~	~~$4,146~~
~~4~~	~~0.1200~~	~~$4,326~~
~~5~~	~~0.1250~~	~~$4,507~~
~~6~~	~~0.1300~~	~~$4,687~~
~~7~~	~~0.1350~~	~~$4,867~~
~~8~~	~~0.1400~~	~~$5,048~~
~~9~~	~~0.1450~~	~~$5,228~~
~~10~~	~~0.1500~~	~~$5,408~~

~~Step~~	~~Group 4~~	~~$~~
~~0~~	~~0.0800~~	~~$2,884~~
~~1~~	~~0.0850~~	~~$3,065~~
~~2~~	~~0.0900~~	~~$3,245~~
~~3~~	~~0.0950~~	~~$3,425~~
~~4~~	~~0.1000~~	~~$3,605~~
~~5~~	~~0.1050~~	~~$3,786~~
~~6~~	~~0.1100~~	~~$3,966~~
~~7~~	~~0.1150~~	~~$4,146~~
~~8~~	~~0.1200~~	~~$4,326~~
~~9~~	~~0.1250~~	~~$4,507~~
~~10~~	~~0.1300~~	~~$4,687~~

~~Step~~	~~Group 5~~	~~$~~
~~0~~	~~0.0700~~	~~$2,524~~
~~1~~	~~0.0750~~	~~$2,704~~
~~2~~	~~0.0800~~	~~$2,884~~
~~3~~	~~0.0850~~	~~$3,065~~
~~4~~	~~0.0900~~	~~$3,245~~
~~5~~	~~0.0950~~	~~$3,425~~
~~6~~	~~0.1000~~	~~$3,605~~
~~7~~	~~0.1050~~	~~$3,786~~
~~8~~	~~0.1100~~	~~$3,966~~
~~9~~	~~0.1150~~	~~$4,146~~
~~10~~	~~0.1200~~	~~$4,326~~

~~Step~~	~~Group 6~~	~~$~~
~~0~~	~~0.0600~~	~~$2,163~~
~~1~~	~~0.0650~~	~~$2,344~~
~~2~~	~~0.0700~~	~~$2,524~~
~~3~~	~~0.0750~~	~~$2,704~~
~~4~~	~~0.0800~~	~~$2,884~~
~~5~~	~~0.0850~~	~~$3,065~~
~~6~~	~~0.0900~~	~~$3,245~~
~~7~~	~~0.0950~~	~~$3,425~~
~~8~~	~~0.1000~~	~~$3,605~~
~~9~~	~~0.1050~~	~~$3,786~~
~~10~~	~~0.1100~~	~~$3,966~~

~~Step~~	~~Group 7~~	~~$~~
~~0~~	~~0.0500~~	~~$1,803~~
~~1~~	~~0.0550~~	~~$1,983~~
~~2~~	~~0.0600~~	~~$2,163~~
~~3~~	~~0.0650~~	~~$2,344~~
~~4~~	~~0.0700~~	~~$2,524~~
~~5~~	~~0.0750~~	~~$2,704~~
~~6~~	~~0.0800~~	~~$2,884~~
~~7~~	~~0.0850~~	~~$3,065~~
~~8~~	~~0.0900~~	~~$3,245~~
~~9~~	~~0.0950~~	~~$3,425~~
~~10~~	~~0.1000~~	~~$3,605~~

~~Step~~	~~Group 8~~	~~$~~
~~0~~	~~0.0400~~	~~$1,442~~
~~1~~	~~0.0425~~	~~$1,532~~
~~2~~	~~0.0450~~	~~$1,622~~
~~3~~	~~0.0475~~	~~$1,713~~
~~4~~	~~0.0500~~	~~$1,803~~
~~5~~	~~0.0525~~	~~$1,893~~
~~6~~	~~0.0550~~	~~$1,983~~
~~7~~	~~0.0575~~	~~$2,073~~
~~8~~	~~0.0600~~	~~$2,163~~
~~9~~	~~0.0625~~	~~$2,253~~
~~10~~	~~0.0650~~	~~$2,344~~

~~Step~~	~~Group 9~~	~~$~~
~~0~~	~~0.0300~~	~~$1,082~~
~~1~~	~~0.0325~~	~~$1,172~~
~~2~~	~~0.0350~~	~~$1,262~~
~~3~~	~~0.0375~~	~~$1,352~~
~~4~~	~~0.0400~~	~~$1,442~~
~~5~~	~~0.0425~~	~~$1,532~~
~~6~~	~~0.0450~~	~~$1,622~~
~~7~~	~~0.0475~~	~~$1,713~~
~~8~~	~~0.0500~~	~~$1,803~~
~~9~~	~~0.0525~~	~~$1,893~~
~~10~~	~~0.0550~~	~~$1,983~~

~~Step~~	~~Group 10~~	~~$~~
~~0~~	~~0.0200~~	~~$721~~
~~1~~	~~0.0210~~	~~$757~~
~~2~~	~~0.0220~~	~~$793~~
~~3~~	~~0.0230~~	~~$829~~
~~4~~	~~0.0240~~	~~$865~~
~~5~~	~~0.0250~~	~~$901~~
~~6~~	~~0.0260~~	~~$937~~
~~7~~	~~0.0270~~	~~$973~~
~~8~~	~~0.0280~~	~~$1,010~~
~~9~~	~~0.0290~~	~~$1,046~~
~~10~~	~~0.0300~~	~~$1,082~~

~~Step~~	~~Group 11~~	~~$~~
~~0~~	~~0.0100~~	~~$361~~
~~1~~	~~0.0110~~	~~$397~~
~~2~~	~~0.0120~~	~~$433~~
~~3~~	~~0.0130~~	~~$469~~
~~4~~	~~0.0140~~	~~$505~~
~~5~~	~~0.0150~~	~~$541~~
~~6~~	~~0.0160~~	~~$577~~
~~7~~	~~0.0170~~	~~$613~~
~~8~~	~~0.0180~~	~~$649~~
~~9~~	~~0.0190~~	~~$685~~
~~10~~	~~0.0200~~	~~$721~~

Olentangy Teachers Association (OTA)
Negotiations 2011

(All articles and/or sections not specified in this proposal shall remain unchanged with current contract language stated in the July 1, 2008 through June 31, 2011 Agreement between The Board of Education of the Olentangy Local School District and the Olentangy Teachers' Association, an OEA/NEA affiliate.)

SUPPLEMENTAL SALARY SCHEDULE

July 1, ~~2010~~2011 through June 30, ~~2011~~2012

Base: $37,064

Step	Group 1	$
0	0.1300	$4,818
1	0.1350	$5,004
2	0.1400	$5,189
3	0.1450	$5,374
4	0.1500	$5,560
5	0.1550	$5,745
6	0.1600	$5,930
7	0.1650	$6,116
8	0.1700	$6,301
9	0.1750	$6,486
10	0.1800	$6,672

Step	Group 2	$
0	0.1200	$4,448
1	0.1250	$4,633
2	0.1300	$4,818
3	0.1350	$5,004
4	0.1400	$5,189
5	0.1450	$5,374
6	0.1500	$5,560
7	0.1550	$5,745
8	0.1600	$5,930
9	0.1650	$6,116
10	0.1700	$6,301

Step	Group 3	$
0	0.1000	$3,706
1	0.1050	$3,892
2	0.1100	$4,077
3	0.1150	$4,262
4	0.1200	$4,448
5	0.1250	$4,633
6	0.1300	$4,818
7	0.1350	$5,004
8	0.1400	$5,189
9	0.1450	$5,374
10	0.1500	$5,560

Step	Group 4	$
0	0.0800	$2,965
1	0.0850	$3,150
2	0.0900	$3,336
3	0.0950	$3,521
4	0.1000	$3,706
5	0.1050	$3,892
6	0.1100	$4,077
7	0.1150	$4,262
8	0.1200	$4,448
9	0.1250	$4,633
10	0.1300	$4,818

Step	Group 5	$
0	0.0700	$2,594
1	0.0750	$2,780
2	0.0800	$2,965
3	0.0850	$3,150
4	0.0900	$3,336
5	0.0950	$3,521
6	0.1000	$3,706
7	0.1050	$3,892
8	0.1100	$4,077
9	0.1150	$4,262
10	0.1200	$4,448

Step	Group 6	$
0	0.0600	$2,224
1	0.0650	$2,409
2	0.0700	$2,594
3	0.0750	$2,780
4	0.0800	$2,965
5	0.0850	$3,150
6	0.0900	$3,336
7	0.0950	$3,521
8	0.1000	$3,706
9	0.1050	$3,892
10	0.1100	$4,077

Step	Group 7	$
0	0.0500	$1,853
1	0.0550	$2,039
2	0.0600	$2,224
3	0.0650	$2,409
4	0.0700	$2,594
5	0.0750	$2,780
6	0.0800	$2,965
7	0.0850	$3,150
8	0.0900	$3,336
9	0.0950	$3,521
10	0.1000	$3,706

Step	Group 8	$
0	0.0400	$1,483
1	0.0425	$1,575
2	0.0450	$1,668
3	0.0475	$1,761
4	0.0500	$1,853
5	0.0525	$1,946
6	0.0550	$2,039
7	0.0575	$2,131
8	0.0600	$2,224
9	0.0625	$2,317
10	0.0650	$2,409

Step	Group 9	$
0	0.0300	$1,112
1	0.0325	$1,205
2	0.0350	$1,297
3	0.0375	$1,390
4	0.0400	$1,483
5	0.0425	$1,575
6	0.0450	$1,668
7	0.0475	$1,761
8	0.0500	$1,853
9	0.0525	$1,946
10	0.0550	$2,039

Step	Group 10	$
0	0.0200	$741
1	0.0210	$778
2	0.0220	$815
3	0.0230	$852
4	0.0240	$890
5	0.0250	$927
6	0.0260	$964
7	0.0270	$1,001
8	0.0280	$1,038
9	0.0290	$1,075
10	0.0300	$1,112

Step	Group 11	$
0	0.0100	$371
1	0.0110	$408
2	0.0120	$445
3	0.0130	$482
4	0.0140	$519
5	0.0150	$556
6	0.0160	$593
7	0.0170	$630
8	0.0180	$667
9	0.0190	$704
10	0.0200	$741

Olentangy Teachers Association (OTA)
Negotiations 2011

(All articles and/or sections not specified in this proposal shall remain unchanged with current contract language stated in the July 1, 2008 through June 31, 2011 Agreement between The Board of Education of the Olentangy Local School District and the Olentangy Teachers' Association, an OEA/NEA affiliate.)

SUPPLEMENTAL SALARY GROUPS

JULY 1, ~~2008~~2011 THROUGH JUNE 30, ~~2011~~2012

GROUP 1
HS Head Band
HS Head Basketball
HS Head Football

GROUP 2
HS Head Baseball
HS Head Gymnastics
HS Head Lacrosse
HS Head Soccer
HS Head Softball
HS Head Swimming
HS Head Track
HS Head Volleyball
HS Head Wrestling

GROUP 3
HS Asst Band
HS Asst Basketball
HS JV Basketball
HS Frosh Basketball
HS Asst Football
HS Frosh Football
HS Asst Wrestling
HS JV Wrestling

GROUP 4
HS Asst Baseball
HS JV Baseball
HS Frosh Baseball
HS Head Cross Country
HS Drama Dir - Fall
HS Drama Dir - Spring
HS Drama Dir - Winter
HS Asst Frosh Football
HS Head Golf
HS Head Field Hockey
HS Asst Lacrosse
HS Asst Soccer
HS JV Soccer
HS Asst Softball
HS JV Softball
HS Frosh Softball
HS Head Tennis
HS Asst Track
HS Vocal Dir / Keynotes
HS Asst Volleyball
HS JV Volleyball
HS Frosh Wrestling

GROUP 5
HS Var Basketball Cheer
HS Asst Cross Country
HS Faculty Mgr - Fall
HS Faculty Mgr - Winter
HS Var Football Cheer
HS JV Golf
HS Asst Tennis
HS Frosh Volleyball
MS Band Dir
MS Faculty Mgr - Winter
MS Vocal Dir

GROUP 6
HS Faculty Mgr - Spring
HS Asst Field Hockey
HS Strings / Orchestra
HS Yearbook
MS 8th Gr Baseball
MS 7th Gr Baseball
MS 8th Gr Basketball
MS 7th Gr Basketball
MS Faculty Mgr - Fall
MS 8th Gr Football
MS 7th Gr Football
MS Golf
MS Lacrosse
MS 8th Gr Softball
MS 7th Gr Softball
MS Track
MS 8th Gr Volleyball
MS 7th Gr Volleyball
MS Wrestling

GROUP 7
District Dept / Bldg Chairs
HS JV Basketball Cheer
HS Asst Drama Dir - Fall
HS Asst Drama Dir - Spring
HS Asst Drama Dir - Winter
HS JV Football Cheer
HS Forensics Team
HS Majorette / Flag Corps
MS Asst Band
MS Cross Country
MS Faculty Mgr - Spring
MS Asst Football
MS Asst Lacrosse
MS Asst Track
MS Washington DC Coord
MS Asst Wrestling

GROUP 8
HS Frosh Basketball Cheer
HS Drama Choreographer - Fall
HS Drama Choreographer - Spring
HS Drama Choreographer - Winter
HS Jr Class Advisor
HS Frosh Football Cheer
HS Asst Forensics
HS In the Know
HS Percussion Advisor
HS Student Council
HS Weight Trng Coord - Fall
HS Weight Trng Coord - Spring
HS Weight Trng Coord - Summer
HS Weight Trng Coord - Winter
MS Asst Cross Country
MS Strings / Orchestra

10/7/10
10/7/10
10/7/10

GROUP 9
HS Sr Class Advisor
HS Community Service Performance
HS Drama Tech Dir - Fall
HS Drama Tech Dir - Spring
HS Drama Tech Dir - Winter
MS Basketball Cheer
MS Football Cheer
ES Safety Patrol

GROUP 10
HS Drama Instrumental Dir - Fall
HS Drama Instrumental Dir - Spring
HS Drama Instrumental Dir - Winter
HS Literacy Magazine
HS School Newspaper
HS Science Fair
MS Drama Club
MS Science Fair
ES Music Dir - Spring
ES Music Dir - Winter

GROUP 11
HS Art Club
HS Frosh Class Advisor
HS Soph Class Advisor
HS French Club Advisor
HS German Club Advisor
HS Industrial Technology Club
HS National Honor Society
HS Odyssey of the Minds
HS Ski Club Advisor
HS Spanish Club Advisor
HS Sports Stat - Fall
HS Sports Stat - Winter
HS Thespians
MS Spelling Bee
MS Student Council
MS Washington DC Chaperones
MS Yearbook
ES Music Asst - Spring
ES Music Asst - Winter
ES Spelling Bee

APPROVED CLUB ACTIVITIES
MS Chess Club - Volunteer Advisors
MS Tennis - Volunteer Advisor

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Olentangy Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Olentangy Teachers Association, effective from July 1, 2011 through June 30, 2012.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

December 28, 2010

AGREEMENT

BETWEEN

The Board of Education

of the

Shaker Heights City School District

and

The Shaker Heights Teachers' Association

EFFECTIVE THROUGH
DECEMBER 31, 2013

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AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Shaker Heights City School District, Cuyahoga County, Ohio, hereinafter referred to as the "Board" and the Shaker Heights Teachers' Association, hereinafter referred to as the "Association" or "SHTA".

PREAMBLE

Parties hereto have in the past and do now recognize that the Board, the Superintendent and his/her administrative staff, the classroom teachers (individually and through their professional organization, SHTA), the PTO, the students, the parents of students, and the citizens of the community have a role in developing policies which will provide a higher quality education for the children of the District and will preserve the good morale of the school staff;

That the Board has the responsibility of establishing policies for the District;

That the Superintendent, the Administrative staff and all teaching personnel have the responsibility of adhering to and carrying out policies and procedures established by the Board and the Negotiated Agreement. This statement does not conflict with § 35.02 of the Agreement;

That the professional teaching personnel have been entrusted by the Board and the administration with a primary responsibility of providing the best possible education for all students attending the Shaker Heights Public Schools; and

That the attainment of these objectives requires the establishment of oral or written procedures which will lead to mutual understanding and cooperation between the teaching personnel and the Board and Administration, including the free and open exchange of views leading to resolution of matters of concern. As a result of the free and open exchange of views and deliberation, the following Agreement has been developed.

ARTICLE I - RECOGNITION

1.01 The Board recognizes the Association as the exclusive representative for a bargaining unit of all certificated/licensed, full-time and regular part-time, salaried classroom teachers, computer, art, music and physical education specialists, nurses, librarians, department heads, guidance counselors, school psychologists and speech and hearing therapists employed and assigned in the Shaker Heights City School District public schools, but excluding all other employees including management level employees, administrators, supervisors, physicians, tutors/small group instructors, substitute employees and district-wide coordinators who hold an administrative contract. Recognition is for the purposes of negotiating salaries, fringe benefits, other terms and conditions of employment and other items by mutual agreement.

1.02 Recognition shall continue for a term as provided by law.

1.03 This recognition is granted by the Board on the condition that the Association shall admit into membership and shall represent persons within the unit without discriminating on the basis of race, color, national origin, sex, sexual orientation or religion.

1.04 The Board agrees not to negotiate with any other employee organization for the duration of this Agreement.

1.05 While school psychologists are included in the bargaining unit, Article IX - Class Size and School Day and Article XIII - Transfers shall not apply to them.

ARTICLE II - ASSOCIATION RIGHTS

2.01 During the term of this Agreement, the Board shall grant the Association the right of payroll deduction for the payment of membership dues to the Association, and to a single professional organization and its affiliates as selected by the Association without cost in accordance with the legal and financial requirements of the Treasurer's office upon written authorization by a teacher covered by this Agreement.

2.02 This recognition further grants to the Association the following privileges:

a. Organizational use of space on school bulletin boards at locations designated by the school principal.

b. Organizational announcements in faculty meetings, use of public address system and insertions in bulletins to teachers as provided for in school procedures authorized by the principal.

c. Use of inter-school mail, email and inter-school telephone service as long as there is no interference with regular business conducted at each building of the school district and as provided for in school procedures authorized by the principal.

d. The second Monday of each month shall be recognized as an SHTA meeting night, and all SHTA members shall be free to attend these meetings on said days at 4:00 P.M.

e. The building representative may call meetings of SHTA members within the building in a reasonable meeting place designated by the building principal. These meetings will not be held on school time or in conflict with other scheduled activities. In special or unique circumstances, the principal may approve a building meeting that occurs on school time. Such approval does not exempt employees from attending other scheduled meetings.

f. The SHTA building representatives and officers, with the permission of the principal or his/her designee, may have the use of individual school equipment and technology when such equipment or technology is not otherwise in use. Any damage or loss resulting from such use will be paid by SHTA.

g. The Board shall provide the SHTA President and the PR&R Officer with the agenda and the monthly financial statements prior to the Board meeting. If the agenda is available on-line, then notice of its availability shall suffice.

2.03 The Board will grant released time with pay for SHTA delegates to attend professional conferences, committee meetings and conventions and will provide substitutes at Board expense. Teachers will submit anticipated absence requests under existing procedures. No more than a total of twenty (20) teacher days of such leave per year shall be granted. To the extent days are unused in one year, up to five (5) days may be carried forward to the succeeding year.

ARTICLE III - PERSONNEL RECORDS

3.01 Each teacher shall have the opportunity, upon request and after arranging a suitable appointment, to review the contents of his/her official personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such a review. A teacher shall be entitled to a copy of any material in his/her personnel file at his/her expense.

3.02 A teacher may reply to any material in his/her official personnel file which the teacher deems to be critical of him/her by providing a written statement to be placed in his/her personnel file and attached to the critical statement. A teacher shall be informed of any record of any complaint made with respect to him/her. If a signed complaint shall be found to be without basis in fact by the Superintendent, then the complaint shall not be placed in the teacher's personnel file. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

3.03 Any medical record held by the District shall be maintained separately from the member's personnel record.

ARTICLE IV - NEGOTIATING PROCEDURES

4.01 A request for professional negotiations shall be submitted in writing by the SHTA to the Board or its designated representative or by the Board's designated representative to SHTA before October 1 of the year (approx. 90 calendar days) of the expiration of the existing Agreement. A copy of the notice shall be filed with the State Employment Relations Board. A mutually convenient meeting shall be held by October 15th in which both parties shall exchange negotiation packages which shall include additions to, deletions from or revisions of the existing agreement. No new items shall be introduced for negotiations during said negotiations except what may be mutually agreed upon by both negotiation teams.

4.02 These definitions shall be applicable to this Agreement, as follows:

a. Consultants - Advisors to the negotiations team. Individuals, due to special training, experience and talents, who have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.

b. Progress Report - Reports made to the Board or to the SHTA while negotiations are in progress.

c. Impasse - Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not reached.

d. Written Disposition - The findings and recommendations of parties used to resolve an impasse situation. Such a disposition is an advisory notice and should be given the greatest consideration by both the Board and the SHTA in an effort to obtain agreement.

4.03 The following negotiations procedures shall apply:

a. The Board and the Association will negotiate in good faith and will meet at reasonable times and places to reach agreement on such matters which affect terms and conditions of professional services of the certificated/licensed staff.

b. Members of the Board or their designated representatives and representatives named by the Association (no more than six on each side) shall meet for the purpose of negotiating and seeking agreement. The six representatives shall be named, either by name or position, at the first meeting and no replacements shall be permitted, except that each party is permitted up to two (2) observers who must, also, be named at the first meeting. The observers will be permitted to watch the proceedings, but will not participate in the discussion between the two parties. Neither party will attempt to exert any control over the other's selection of its representatives.

c. Each negotiation team may use consultants as it feels essential in the course of negotiations.

d. Negotiation meetings shall be closed and shall be in executive session.

e. If it is mutually agreed that secretarial or clerical assistance is needed for these negotiation meetings, it shall be provided at Board expense.

f. Each team may keep their own minutes.

g. Meetings shall be scheduled at reasonable intervals, places and times so as to avoid conflict and interference with school and employment schedules.

h. Either team may recess for a caucus at any time which shall be of reasonable length.

i. While negotiations are in progress, releases for news media concerning negotiations shall be approved by both parties.

j. Factual progress reports may be made to the represented bodies by either team at its discretion.

k. The Board and the Association will exchange such information as is necessary to develop the proposals being negotiated.

l. For purposes of requests made under the Public Records Act, proposals, counter-proposals, research documents used in developing proposals and counterproposals, other documents generated to respond to inquiries from either party during negotiations and any documents developed in conjunction with preparation for and conducting of fact finding procedures shall not be considered public records.

4.04 When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted first to the Association and then to the Board for approval. The agreement shall be signed by the parties and shall become part of the official minutes of the Board.

4.05 Impasse Procedure:

a. If an agreement is not reached, either party may declare an impasse, but impasse will not be declared until all items on the agenda have been submitted and discussed.

b. Mediation:

If both parties agree, mediation shall be the first step in impasse. The Federal Mediation Service shall be requested to provide a mediator pursuant to its rules. Cost of mediation**,** if any, shall be shared equally by both parties.

c. Advisory Fact Finder:

If mediation proves unsuccessful or if either party chooses not to use the mediation step, an advisory fact finder shall study the matter. The advisory fact finder shall be designated by the parties. In case of failure to agree on a fact finder within five (5) working days, the parties jointly shall petition the American Arbitration Association to provide a list of fifteen (15) names from which the parties shall select a fact finder based on the rules of the American Arbitration Association.

d. Fact Finding Hearing and Report:

The advisory fact finder shall have authority to schedule and conduct hearings for the purpose of hearing testimony and gathering facts relevant to the impasse; and upon completion of such hearings, shall submit written findings of fact, reasoning and recommendations for resolution of the dispute and shall cause the same to be served on the parties via email and regular U.S. mail. The report shall be deemed accepted unless, with seven (7) days of service, one or both parties reject the report by a vote of three fifths (3/5) of eligible SHTA members or Board members. In the event the report is rejected, said report may be made public by either party.

The costs for the fact finder and of holding the fact finding hearing shall be shared equally by the Board and the Association.

4.06 Either party desiring changes to these above negotiations procedures may notify the other party in writing. Proposed amendments will become agenda items for negotiations and when ratified by the Board and the Association, will become a part of this Agreement. By mutual consent, the effective date of any amendment may be set prior to the completion of the current agreement.

4.07 After compliance with the provisions stated within the foregoing Section 4.05 of the Agreement and upon expiration of the Agreement, the Association may exercise the rights conferred upon it under Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE V - ACADEMIC FREEDOM

5.01 A professional staff should seek to educate people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning in which academic freedom for teacher and student is encouraged. The teacher is responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem of value for the maturity and understanding of the students involved and which are a part of the Board approved curriculum. All sides of an argument are to be fairly presented and discussed and when the teacher expresses personal opinion, it shall be identified as such.

ARTICLE VI - SCHOOL PROCEDURES

6.01 Each principal will provide his/her staff and the SHTA with that school's published procedures at the beginning of the school year. Any change to those procedures will be made available to the SHTA and the staff as soon as possible. Additionally, prior to the end of September, the principal shall distribute to the teachers to be evaluated information about evaluation which will include the evaluation form, expectations regarding observations, and the procedures to be followed. Evaluation forms shall be available online. A copy of such information shall be provided to the SHTA Building Representative.

6.02 The Board will, prior to developing plans for any new buildings or major changes to present structures, choose several teachers, representative of those instructional areas contemplated for the proposed building or changed structure, to serve as advisers along with others with respect to the plans to be developed.

ARTICLE VII - NEW TEACHERS

7.01 New teachers will continue to receive an orientation to the school district. Teachers new to the district will be assigned a mentor teacher for his or her first year in Shaker; a mentor may continue to be assigned as needed.

7.02 Mentor teachers will be continuing contract teachers, and mentoring will be voluntary. One mentor teacher will assist no more than two (2) teachers per year and will normally serve as a mentor for no more than three (3) consecutive years. The mentor teacher will assist the mentee in his or her assignment, observe the mentee, and give the mentee input on his or her performance. Evaluation will remain a function of administration. Mentor teachers need to either be Pathwise trained, become Pathwise trained in the year they serve as a mentor or become trained in a comparable mentoring program as may be permitted or required by the State.

7.03 Mentees and their mentors are expected to attend workshops prior to and during the school year outside of contract hours. Mentors will receive supplemental contracts (see Section 29.04) to compensate them. Additionally, released time will be provided by the administration for both mentors and mentees.

ARTICLE VIII – TERMINATION

8.01 The Board is required to follow statutory procedures if it chooses to terminate the contract of any teacher.

8.02 Any member being notified of the Board's intent to terminate the contract has the right to engage legal counsel and to have SHTA assistance and representation. Notice of the right of representation by SHTA, shall be given with notice of intent to terminate the contract.

8.03 SHTA will do everything within its power to assist the teacher in maintaining a competent working relationship between the teacher and supervisory personnel after any charge of incompetence. (Also, see Article X.)

ARTICLE IX - CLASS SIZE AND SCHOOL DAY

9.01 Because the pupil-teacher ratio is a vital aspect of an effective education program that is directly related to the volume of teacher work, it is believed that making an effort to maintain a favorable pupil-teacher ratio should (a) enable teachers to help pupils achieve academically and socially, (b) provide more teacher time for each student and (c) aid in the recruitment and retention of above average teachers. Facilities, personnel and future planning shall be used to attain these goals when funds are available, and it is in the best interests of students. If the Board finds that funds are not available to maintain the following program, the Superintendent will be available, upon request, to the SHTA Representative Council to present the facts and conditions and the alternatives being considered to meet the financial limitations. If this occurs, the Superintendent will accept suggestions that may be considered by the Board.

a. Elementary and secondary class sizes shall be at a maximum of 25/1 student-teacher ratio per building. In computing the student-teacher ratio for each building, the following certificated/licensed personnel shall be excluded: principal, assistant principal, staff assistant, dean, coordinator, director, guidance counselor, librarian, social worker, school psychologist and speech therapist.

b. In special subjects such as laboratory science, technology education, family and consumer science, computer science or language laboratory courses, every attempt will be made to limit the number of students to available stations.

c. These goals shall not interfere with various grouping procedures or educational practices which may result in team teaching, ungrading, large group instruction, leveling, etc.

d. The student-counselor ratio at the secondary level shall be at a maximum of 300 to 1.

9.02 Teacher Day

The hours of the normal school day for elementary teachers will be for seven and one-half hours between 7:45 a.m. and 4:30 p.m. The normal school day for secondary teachers will be for eight hours between 7:45 a.m. and 4:30 p.m. unless there is an early or late course scheduled at the high school. All hours will be continuous unless there is a late course. However, if there is a late course that would not permit continuous hours, assignment to such course will be on a voluntary basis and the administration will work with the SHTA President to identify the teacher or teachers to voluntarily take such assignment. Once a teacher's normal school day hours are set for the semester, they will not be changed without mutual consent.

The lunch period will be fifty (50) minutes long for all teachers. Secondary lunch periods may be adjusted by no more than eight (8) minutes for the following reasons: assemblies, and/or when it is to the convenience of teachers attending building and/or district meetings or workshops. Any teachers' meetings may extend the normal school day by mutual consent.

On days when there is a regularly scheduled SHTA meeting of either the Executive Board or Representative Council, those bargaining unit members involved in such meeting will be excused at 4:00 p.m.

Conference days are not considered normal school days and the hours for such days may be scheduled differently than set forth in Paragraph 1 of Section 9.02, if mutually agreed by the teacher and the building administrator.

As a matter of good administration, teachers are expected to personally consult the principal, or his/her designee in case of his/her absence, if they need to leave their building before the end of the normal school day or before the end of any scheduled meeting.

For those teachers who must travel between buildings, the administration will establish a reasonable time schedule. Travel time cannot be included in either the lunch period time or as a break in pupil contact time. Mileage reimbursement for travel whether between buildings for such teachers or for approved conferences shall be the lower of $.40 per mile or the IRS rate for mileage reimbursement.

9.03 Pupil Contact Time

Pupil Contact: That period of time during the instructional day in which a teacher has assigned responsibilities for a student and/or students.

a. Teachers at all levels will have no more than 320 minutes of pupil contact time per day. Included in this is conference period time and homeroom time.

b. An average of five (5) preparation periods per full school week will be provided each secondary teacher during the instructional day and is not to be considered a part of the pupil contact time. All secondary teachers will teach twenty-five instructional periods per week, not to exceed 320 minutes per day, unless relieved of certain of these periods by the building principal. Every effort will be made to schedule English teachers of Grades 9-12 to meet with no more than 100 students per day. However, the maximum number of students will be no more than 110 per day.

c. Each principal shall provide the elementary teacher a single planning period of at least 20 minutes per normal school day. Under some conditions this daily period may be waived; however, the total planning time shall average 100 minutes per full school week. The planning period must constitute a break in pupil contact time.

d. Teaching in Shaker Heights is recognized as a profession, and teachers are trained professionally, each with specialized knowledge, talents and interests which contribute to the educational offerings of the system. In view of this, it is the policy of this District to give them assignments that will permit maximum utilization of their certified/licensed teaching areas.

e. Teacher assignments are made during the hours that children are expected in school. Teachers may be asked to supervise special school events taking place before or after

normal school hours including PTO Open Houses. Teachers shall exercise general supervisory authority over all students in their schools even though not so specifically assigned. School administrators have a responsibility and shall support teachers in these activities.

f. In addition to the 320 minutes of pupil contact time in 9.03(a), teachers shall be available after school to help students who require additional assistance.

ARTICLE X - PROFESSIONAL RESPONSIBILITIES

10.01 Members of the SHTA bargaining unit are expected to comply with the rules, regulations and directives adopted by the Board or its representatives and which are not inconsistent with the provisions of this Agreement. Board employees are not expected to issue any order which threatens physical safety or well-being of others.

10.02 Further, it shall be the responsibility of the administration to communicate openly and honestly to any member of SHTA bargaining unit any disagreement with his/her professional actions. Should such member not receive communication of the disagreement, the SHTA, when asked, will use its best efforts to clarify the situation. The initial effort made on the part of the SHTA will be a cooperative effort by the SHTA representative and the school principal.

10.03 Prior to the issuance of any reprimand, warning or discipline, a teacher shall be advised of his/her right to SHTA representation. Once a teacher requests such SHTA representation, no interview/interrogation of the teacher shall occur unless an SHTA representative is present. Evaluation conferences are not to be construed as reprimands, warnings or discipline by either the teacher or the administrator present at this conference.

If a teacher is disciplined or reprimanded, he/she will be furnished with the information forming the bases for the disciplinary action. Upon request of the teacher, such information will be provided to the SHTA. The teacher reserves the right to resort to the grievance procedure over any disciplinary action.

ARTICLE XI - TEACHER CONTRACT

11.01 The teacher contract and/or notification of appointment for present employees will be issued no later than April 30. Said contract and/or notification of appointment will contain the following information (when available):

a. Type of Contract (limited or continuing)

b. School Year

c. Name

d. Base salary - annual

e. Statement of salary classification on contract or addendum to contract.

11.02 The individual teacher contract shall be subject to any provisions set forth in the Agreement between the Board and SHTA and the Board Policy Book.

11.03 Staff members are responsible for upgrading or renewal of certificates or licensure. The administrator in charge of personnel will notify the teacher when his/her certificates/licenses are up for renewal. A copy of the notice will be provided to the LPDC building representative.

ARTICLE XII - PROFESSIONAL GRIEVANCE PROCEDURES

12.01 Definitions

a. A grievance is a claim initiated by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the policies, master contract, salaries, hours, employment conditions, and/or disciplinary action under such policies or rules of the Board and it may be processed as a grievance.

b. The term "grievant" shall include all active members in the unit represented by the Association.

c. The term "days" shall mean actual working days which are days when school is in session and when school is not in session, those days when the administration building is open for business.

d. The term "Superintendent" shall mean the Superintendent or the Superintendent's designee wherever used in this Agreement.

12.02 Rights of the Grievant and the Association

a. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association.

b. The Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.

c. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer assignment or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

If a grievance appears to arise from the actions of an administrative officer other than the principal of a school and affects a teacher, a group or class of teachers or is concerned with a system-wide policy, it may be submitted at Step II described below.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential.

12.03 Time Limits

a. The number of days indicated at each step is considered a maximum. The time limits specified may be extended by written agreement of the parties in interest.

b. If an employee does not file a grievance in writing within twelve (12) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

c. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

d. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

12.04 Grievance Procedure

a. Informal Procedures

If a teacher believes there is a basis for a grievance, he/she ~~should~~ ***must*** first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally. The teacher has the right to be accompanied and/or represented by the Association building representative or a member of the Association with due notice.

A grievance may be adjusted informally provided the adjustment is not inconsistent with this Agreement, Board policies, and rules and regulations of the Board, and if the Association representative (or his/her alternate) has been given the opportunity to be present at the meeting and to state the Association's views on the grievance if representation by the Association is desired by the grievant.

b. STEP I

If the grievance is not resolved within five (5) days of such informal meeting or if the teacher has elected not to use the informal procedure, he/she may present his/her formal claim by submitting a complete Grievance Report Form, Step I, in quadruplicate, which form is set forth in 12.05. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of this Agreement, Board policies, and/or rules allegedly violated, and the relief sought shall be submitted by the teacher to the Association representative who shall distribute copies of the completed grievance to the Superintendent and principal or supervisor. Within five (5)

days of the receipt of the Grievance Report Form, the principal or supervisor shall meet with the teacher and/or his/her Association representative in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the teacher. The Association and the Superintendent shall both be notified in writing by the above mentioned principal or supervisor as to such disposition of the grievance.

STEP II

If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

If the teacher is not satisfied with the disposition of the grievance in Step I or if no disposition has been made within the above time limit, the grievant and the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) days of receipt, the superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Association representative. Within five (5) days of this meeting, the Superintendent shall give a written disposition of the grievance on the grievance form and forward it to the teacher. The Association and the principal or supervisor shall be notified in writing of said disposition by the Superintendent.

STEP III

If requested in writing by the grievant, the Association may, not later than fifteen (15) days after receipt of the written decision of the Superintendent at Step II, refer the grievance to a disinterested third person by giving written notice to the Treasurer of the Board of its desire to do so. Not later than ten (10) days after such notice is given, representatives of the Board and of the Association shall meet to select the Arbitrator. If unable to agree, selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association in accordance with its procedures. Decisions of the arbitrator that are consistent with the Board's and the Association's legal authority and pertain exclusively to the provisions of this contract, will be accepted by the Board and the Association.

Costs for the services of AAA and the Arbitrator shall be shared equally by the Board and the Association. Each party shall pay the costs of its own witnesses and presentation.

12.05 The grievance forms are attached to this Agreement as Exhibit 1.

ARTICLE XIII - TRANSFERS

A personnel department's effectiveness is directly related to its ability to implement the principle of "best fit." To the degree that a personnel department is able to match applicants to positions requiring the abilities and characteristics possessed by these applicants, to that degree will the department and thus the schools be functioning most effectively. The matching of individual's competencies with specific position demands, not of individuals with schools, is a primary personnel function.

The variables to be weighed in considering transfer requests include specific professional competencies, age, sex, experience, co-curricular interests, race and longevity.

13.01 Voluntary Transfer

a. Beginning March 15 of each year, the administrator in charge of personnel will post online a listing of active professional openings as they become available (not by school). All filled positions will be listed on the same posting by the administrator in charge of personnel.

b. Teachers may submit transfer requests either to one or more specific positions or submit an open request indicating their personal desires. Teachers requesting transfers to specific positions may be afforded the opportunity to interview in each building where positions are open and for which the teacher holds certification/licensure. Applicants who are not interviewed or selected will be notified by the next business day following Board action. Following notification, any teacher may meet with the administrator in charge of personnel for a discussion of the selection decision. Any teacher desiring a change of teaching assignment that requires a change of building may discuss the matter with the building principal to whom he/she is responsible. He/she then should submit a request for transfer in writing to the administrator in charge of personnel on or before April 30.

c. The administrator in charge of personnel will determine the teacher best qualified for positional openings and will so notify that teacher.

d. A transfer request will be considered valid until one of the following occurs:

    1. The teacher requests its cancellation.

    2. The positions applied for are filled.

    3. June 1 of the school year the transfer request is submitted. A transfer request may continue in force by mutual agreement between the teacher and the administrator in charge of personnel.

e. In the placement of teachers, consideration should be given to an assigned teaching position in which educational potential is maximized.

13.02 Administrator-Initiated Transfer

When needs exist which could necessitate an involuntary transfer of a staff member(s) by an administrator, the following steps should be taken:

a. The administrator shall review the transfer needs and discuss them with the staff members involved. Any teacher involved in a transfer may request the reasons for the transfer. This request shall be in writing to the building principal.

b. The administrator and the staff may discuss needed personnel changes and attempt to solicit volunteers for such transfers.

c. Teachers who are being transferred as a result of an administrator-initiated request shall be informed in writing by June 1 and if suitable openings exist, be reassigned by June 15.

d. In the assignment of administrator-initiated transferees, consideration should be given to an assigned teaching position which maximizes teacher potential.

e. Upon the written request of the transferee, the administrator shall express in writing the reasons for the transfer. This written statement shall be signed by the transferee and the administrator. The statement shall then be sent to the administrator in charge of personnel for placement in the transferee's file, and a copy will be given to the transferee. In the event the transferee refuses to sign the statement, the administrator will so note on the explanation and send it to the administrator in charge of personnel.

   A teacher may make written comments concerning the reasons for the transfer which will be signed by the teacher and attached to the written statement from the administrator for inclusion in the transferee's file.

f. The June first date in section c may be waived for the following reasons only: To fill positions caused by the resignation, death, leave of absence and/or retirement of a teacher(s) after the June first (1) date, or where a change in enrollment would necessitate a transfer to accommodate this change, or where a new position is created after June 1st. Additionally, the June first date may be waived for any other reason based upon mutual agreement of the Superintendent and the President of the SHTA.

If the Administration elects to use this option, then they shall make a reasonable effort to transfer that teacher(s) from a particular building and/or department (secondary) or grade level (elementary) who possesses the least amount of building and/or department (secondary) or grade level (elementary) seniority.

If the teacher(s) with the least amount of seniority is not transferred, the transferee(s) may request in writing within one (1) week that the administrator in charge of personnel justify this action in a letter to the transferee(s) with a copy to the Association, within one (1) week of the administrator in charge of personnel's receipt of the request.

Those elementary teacher(s) who are transferred administratively to another building will receive Two Hundred Dollars ($200.00) for packing and unpacking material when required to do so outside of normal work hours or outside of the contract year.

13.03 Alignment of Staff

The SHTA and the Board will mutually endeavor to obtain a quality, integrated education for each child. Balancing of the teaching staff as to age, experience, training, race and sex is recognized as desirable in assuring equal educational opportunity. Voluntary transfer of staff is the method agreed upon for the contract period to achieve a major realignment of staff. If this method should prove unsatisfactory, then other methods to insure a quality integrated education will be developed mutually by the SHTA and the administration.

13.04 Evaluation

It is recommended that teachers not be transferred the year that a continuing contract is to be considered since it makes it difficult for the receiving principal to evaluate the teacher.

ARTICLE XIV - EVALUATION

14.01 Teacher Evaluation

a. The Shaker Heights teacher evaluation procedure is designed primarily to recognize strengths, to encourage improvement and to stimulate professional growth. It is to be used also in helping the administrator arrive at a recommendation to the Superintendent concerning the appointment and/or promotion of teachers. It is not designed as a basis for granting salary increments.

b. To be most effective the evaluation procedure must be a cooperative procedure whose purpose is not only evaluation but is to provide constructive help for those teachers experiencing classroom difficulties. This means the teachers must be given the opportunity to become familiar with the objectives and standards they are expected to achieve. Evaluation forms shall be available online.

c. Teachers will be evaluated on the basis of all other teachers in Shaker Heights.

d. The principal will complete an evaluation form twice a year for each teacher not holding a continuing contract. The principal may complete a third evaluation. Any teacher on a continuing contract may ask for an evaluation. The principal may complete an evaluation of any teacher on a continuing contract.

e. Copies of the evaluation will be provided to the teacher, the Superintendent the principal and the personnel office. The evaluation will be discussed with the teacher before a copy is sent to the personnel office.

f. A teacher may make written comments concerning any part of the evaluation. Duplicates of the comments must be attached to all copies held by the District. If the teacher elects to make such comments, he/she shall not be required to sign the evaluation form until such comments are attached. Signature by the teacher does not indicate agreement with the evaluation, only that the evaluation conference has been held and the written evaluation has been received.

g. Explanations of the various characteristics, practices and techniques used in the evaluation are designed to help teachers and principals think more specifically about the general categories used in the form.

14.02 Schedule for Limited Contract Teachers Except Certain Part-Time and Rehired Retirees

December	-	Evaluation on limited contract teachers except part-time teachers with more than three consecutive years experience in Shaker and rehired retirees.
March	-	Evaluation on all limited contract teachers in each building except part-time teachers with more than three consecutive years experience in Shaker and rehired retirees. Evaluations shall be sent to the personnel office no later than seven (7) calendar days prior to the April Board meeting.

14.03 Formal Observations

Each evaluation of limited contract teachers shall include at least two formal classroom observations of not less than thirty minutes each. For purposes of the March evaluation, at least one formal classroom observation shall occur in March and the other formal observation may occur in January, February or March, but at least fifteen (15) school days apart.

14.04 Schedule for Continuing Contract Teacher, Certain Part-Time Teacher and Rehired Retiree Teacher Evaluation

Evaluation of continuing contract teachers, part-time teachers with more than three consecutive years experience in Shaker and rehired retiree teachers will be September through May. Continuing contract teachers, part-time teachers with more than three consecutive years experience in Shaker and rehired retiree teachers will be notified annually prior to September 30=about where they are in their evaluation cycle. Continuing contract teachers, part-time teachers with more than three consecutive years experience in Shaker and rehired retiree teachers may choose from options mutually agreed to by the administration and SHTA. Prior to December of each year, the teacher should submit to the evaluator the option selected for that year. If no option has been selected and no full-cycle plan is in place, the evaluator may choose to complete either an observation or Administrator Report of Teacher Performance.

The formal evaluation will be completed before the end of May of the final year of the evaluation cycle. All requirements of the chosen option must be completed by May 15th of the final year of the evaluation cycle.

Evaluations will only be placed in the personnel file when all of the guidelines set forth in Section 14.04 have been followed or in cases where there is mutual agreement to act otherwise.

14.05 Upon the written request of the teacher, his/her right of representation by SHTA shall hold for all evaluation conferences after the initial meeting of the teacher and the principal in the formal evaluations.

ARTICLE XV - NOTIFICATION OF ADMINISTRATIVE VACANCIES

15.01 Administrative Vacancies

Whenever a vacancy occurs in an administrative position for which teachers are qualified and certified/licensed, the Superintendent will, whenever possible, publicize the position by sending copies of special bulletins to each school. These bulletins will include information about the general responsibilities, qualifications, procedures for applying for the position, the time and place to file an application and other necessary information relative to the position.

15.02 Eligibility for Administrative Appointments

Among the criteria to be considered for each vacancy are:

a. The necessary degree and certification/licensure status.

b. Proof of satisfactory service in previously held positions.

c. Proof of leadership potential.

d. Special requirements of each vacancy such as the work year length and specific skills essential for potential success.

e. Necessary experience within or outside of Shaker Heights.

15.03 Miscellaneous

a. Selection of all personnel including administrators is the responsibility of the Board. Recommendations to the Board for all personnel appointments shall be made by the Superintendent.

b. The Superintendent shall not be restricted in any way from seeking and recommending to the Board the best qualified personnel, including teachers and administrators, to fill all vacancies. Nor will the Superintendent be restricted from deviating from the procedures in this document pertaining to notification of administrative vacancies when

such deviation is necessary because of circumstances which are in the best interest of the Board or the students.

c. Reclassification or retitling of existing positions or the combining of two or more positions shall not necessitate staff notification.

d. Interviews for administrative vacancies may be offered to all qualified bargaining unit candidates who apply. Applicants who are not interviewed or selected will be notified by the next business day following Board action.

ARTICLE XVI - TEACHING ASSIGNMENT DURING PLANNING PERIOD

16.01 When a teacher is requested by the administration to waive or interrupt any part of his/her planning period to assume the responsibilities of teaching a class or for supervising students in lieu of a substitute teacher, the teacher shall be paid according to the following schedule starting with the first time:

Length of Time Teaching A Class or Supervising Students

0 - 30 Minutes	$14.00
31 - 60 Minutes	$28.00

16.02 Each building administrator or his/her designee will be responsible for seeing that accurate records are kept and that the Treasurer of the Board is informed when reimbursement is due.

ARTICLE XVII - PROGRAM AND CURRICULUM

17.01 Teachers are expected to participate with department chairs, supervisors, and principals in decision making regarding curriculum development, implementation of program, evaluation of program, textbook selection and curriculum revision. Careful consideration shall be given for balance in relation to grade levels, subject areas, types of students being served, special training and interest in the particular field.

ARTICLE XVIII - TEACHING ENVIRONMENT

18.01 When physically possible and in the light of overall budget requirements, the following teaching environment shall be provided:

a. The Board recognizes the necessity of abiding by state and local codes pertaining to safety and health. It is their intention to provide adequate facilities for each bargaining unit member.

b. Bargaining unit members will be provided with an air conditioned lunch area space separate from students.

c. Available technology may be used by bargaining unit members for preparation of instructional materials. Copying machines and other materials will be available in each school for use in preparing instructional materials.

18.02 Windows and doors shall be kept in proper working order as part of the regular maintenance schedule.

18.03 Classroom interruptions by the public address system are to be permitted only in the case of an emergency or when no other reasonable alternative is possible.

18.04 Not less than one room, appropriately furnished shall be reserved for use as a lounge by bargaining unit members and shall not be designated as an instructional area. Members shall be permitted to have coffee making devices in lounges.

18.05 Adequate telephones within the limit of switchboard capacity and budget for the use of the professional staff will be installed in each building. The telephones will be in private locations.

18.06 Adequate storage facilities in which teachers may store instructional supplies shall be provided in each building.

18.07 The Board shall make available adequate audio-visual equipment for each school.

18.08 Separate, clean, well-lighted faculty restrooms will be provided for men and women in each building.

18.09 Each school will have a workroom for the use of the bargaining unit members containing equipment and supplies necessary to the preparation of instructional materials. Such equipment and supplies would include any materials necessary to normal classroom operation.

18.10 Every effort will be made at all levels of the system to reduce the clerical responsibilities of the members.

18.11 Occupational Safety and Health

a. The parties desire to deal with safety and health complaints internally to attempt to correct any alleged problems. Where either the SHTA or any bargaining unit member has a safety or health complaint, the administration must be notified of the complaint. If after three (3) business days, the complaint has not been satisfactorily addressed, a complaint may be filed with the Ohio Department of Industrial Relations under Chapter 4167.

b. Before exercising the right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the employee, the Association

and/or the bargaining unit member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

ARTICLE XIX - MEDICAL EXAMINATIONS

19.01 Health examinations or vaccinations required by the State of Ohio or required locally will be provided without cost to the certificated/licensed staff. If a member of the staff elects to have his/her own private examination or vaccination, the member shall pay said costs and provide a documented statement of satisfactory completion of the required examination or vaccination.

ARTICLE XX - ABSENCE AND LEAVE

20.01 Regulations Concerning Absence

a. Sick leave with pay shall be earned, paid for and used by employees in accordance with the provisions of Section 3319.141, Ohio Revised Code. In accordance with the provisions of that section, employees will be permitted to accumulate sick leave with pay, at the rate of 15 days per year to an unlimited accumulation. At the time of employment new employees shall be advanced five (5) days of sick leave.

b. Absence deducted from sick leave -

1. Family illness - Absence due to illness in the family is interpreted to include parent, step-parent, spouse, qualified domestic partner, child, step-child or member of the immediate household and is deducted from sick leave. An affidavit may be required to support the claim that it is necessary for an employee to be away from his/her assignment due to family illness.

2. Family Death - Absence due to death in the immediate family is interpreted to include parent, parent-in-law, step-parent, daughter-in-law, son-in-law, grandparent, grandchild, brother, sister, child, step-child, spouse, qualified domestic partner, brother-in-law, sister-in-law, aunt, uncle or a member of the immediate household and is deducted from sick leave. Any employee who does not have sufficient sick leave accumulation, shall be entitled to up to three (3) days off without loss of pay for bereavement leave due to death in the immediate family.

c. Absence not deducted from sick leave and allowed with pay -

1. Professional meeting - Absence of an employee when occasioned by attendance at a convention or professional meeting may be permitted on full pay by the Superintendent at his/her discretion. It will not be deducted from sick leave.

2. School Visitation - Visiting days may be allowed to teachers at full pay by the Superintendent at his/her discretion.

3. Military Leave - Requests of this nature must be sent to the Superintendent for his/her action.

4. Personal Leave - Personal leave not to exceed three days a year shall be granted each employee. Personal leave may be used for such occasions as religious holidays, graduation and weddings of members of the immediate family or personal business that cannot be performed at any other time. Personal leave is intended to cover emergency or other business that cannot be performed at any other time. Personal leave is non-cumulative.

Requests for personal leave on the day immediately preceding or following a school holiday period will not be approved, except under very unusual circumstances. Personal leave can be granted only when no compensation is received by the employee during time of such leave from other than school funds.

When personal leave is requested because of personal business which cannot be performed at any other time, the teacher need not describe nor reveal the nature of such business but need only state, in making the request, that the leave is necessary to attend to personal business which cannot be performed at any other time.

Unused personal leave at the end of the school year shall be converted to sick leave at the rate of one day of sick leave for each day of unused personal leave and then added to the employee's sick leave accumulation.

SHTA officers pledge their support in obtaining compliance to the spirit and intent of this provision.

5. Weather Conditions - Teachers who do not report for duty, in order to obtain pay for the day or days lost, must present upon their return, to the Superintendent, a statement of the facts satisfactory to the Superintendent which prevented their reaching school. Failure of transportation is not considered an "act of God."

d. Absences not covered above -

Absences for causes other than those hereinbefore mentioned shall be allowed with pay for not more than five (5) days in any calendar year upon evidence to the satisfaction of the Superintendent that such absence was beyond the control of the employee in the exercise of reasonable diligence.

e. Absence - less than half-day

Absence for any reason for less than half-day may be handled by the principal without reference to the administrator in charge of personnel.

f. To obtain payment for leave the teacher shall follow all procedures of the District's absence reporting system.

20.02 Leave of Absence, general (other than sabbatical)

The Board is required by law, upon the written request of a teacher to grant a leave of absence for a period of not more than two consecutive school years where illness or other disability is the reason for the request.

In addition, the Board is permitted, at its discretion, to grant a leave of absence upon the written request of a teacher for educational, professional or other purposes. In exercising this discretion hereafter, the Board will pursue the general policy outlined below.

A leave of absence shall be granted upon the written request of a teacher, where illness or other disability is not the reason for the request, only upon the following conditions:

a. The teacher shall have been in the service of the Board for a minimum of two (2) years and be in the possession of a professional teaching certificate/license immediately preceding the period of the proposed absence.

b. The application shall have been received by the Superintendent prior to the first school day of June preceding the school year for which the request is made.

c. The only reasons for which leaves will be granted shall be professional study, military service, educational endeavor, or travel in line with professional advancement.

d. The duration of the leave shall not exceed one year.

e. The teacher promises to return to the Shaker Heights District after the leave of absence.

20.03 Early Departure for Summer School Study

The Shaker Heights City School District is interested in having teachers upgrade their professional competency by continuing graduate study. Occasionally attendance in summer school creates a conflict with the closing of school at the end of the school year.

In such cases the Superintendent will consider on an individual basis request for early release from the teaching contract for attending summer school but will require as supporting information a statement indicating the following:

a. The normal registration period.

b. The first day of summer session classes.

c. The latest date on which a person may register for summer session.

d. The date on which penalty fees go into effect for late registrants.

e. The availability of alternate summer school sessions to obtain the same courses.

It is the responsibility of the teacher to obtain the above information and to include all the above information in his/her request to the Superintendent. A very limited number of teachers can be approved on this basis, and approvals will be granted only in those situations where the educational program of the students will not be unduly disrupted, and the responsibility of the teacher can be reasonably fulfilled.

The principal's approval is required before submitting any request to the Superintendent.

20.04 Sabbatical Leave

The Board recognizes that a superior educational system and a program of instruction that meets the needs of all students can only be achieved by providing for continual improvement of the professional staff. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing and travel. Applications for sabbatical leave for other types of experiences shall be considered on their merits and may be approved by the Board upon the recommendation of the Superintendent.

a. A certificated/licensed employee may apply for sabbatical leave subject to the following conditions and requirements:

    1. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Shaker Heights City School District. Military leaves shall not be interpreted as interrupted service.

    2. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.

    3. A maximum of two percent (2%) of the professional employees may be granted sabbatical leave each year. Insofar as possible a proportionate division of leaves will be granted to the various departments and grade levels.

    4. A sabbatical leave may be granted for a period of one (1) full semester or two (2) full consecutive semesters within the same school year.

    5. The applicant must sign an agreement to return to service with the Board immediately upon termination of sabbatical leave and continue in such service for a period of two (2) years unless causes beyond his/her control prevent such service. If service is terminated before the end of the two (2) years, a salary refund to the Board will be due proportionate to the amount of agreed upon service not actually rendered.

b. Requirements and status while on sabbatical leave are defined as follows:

1. The compensation of the staff member on sabbatical leave shall be half the salary he/she would receive if on active staff status for the period in which the leave is effective.

2. A staff member on sabbatical leave shall be considered to be in the employ of the Board, shall have a contract and shall be entitled to participate in any benefits that may be provided for by the rules and regulations of the Board. However, the Board shall not be held liable for death or injury sustained by any staff member while on sabbatical leave.

3. Payment of salary and withholdings for taxes and retirement shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. It is the responsibility of the staff member to keep the Superintendent informed as to any changes in address.

4. A sabbatical leave granted to a regular employee of the professional staff also operates as a leave of absence without pay from all other school activities.

c. A staff member upon return from sabbatical leave shall enjoy the following privileges and benefits:

1. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.

2. At the expiration of a sabbatical leave the employee shall be restored to his/her position or to a position with like status and pay.

3. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all university work completed while on leave and detailed data as to the activities of the employee together with the employee's appraisal of the professional value of the experience or knowledge gained while on leave and the manner in which such experience or knowledge may be used for the benefit of the students of the schools of this district. This report shall be due the first school day of the month following the applicant's return to service with the Board.

If changes in legislation occur, this policy should be reviewed to agree with the new legislation.

20.05 a. Pregnancy Leave

An employee who is pregnant may use sick leave. If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee, following the procedures in Section 20.02, may apply for a leave of absence without pay which shall be granted for disabilities resulting from her pregnancy and for her period of confinement.

b. Pregnancy and Delivery Support Leave

An employee whose spouse or qualified domestic partner is pregnant may use available sick leave for up to two (2) weeks at the time of confinement and delivery.

~~b~~c. Care-Giver Leave

An employee who is pregnant, whose spouse is pregnant, whose qualified domestic partner is pregnant, or who is adopting a child, or an employee who is responsible for care of a family member, may request and shall be granted a care-giver leave of absence without pay or benefits on the conditions set forth below:

1. Family members are defined as: spouse, qualified domestic partner, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent, aunt, uncle, sister-in-law, brother-in-law, or member of the immediate household.

2. A request for care-giver leave should be made sixty (60) calendar days prior to the commencement of the leave.

3. A meeting with the administrator in charge of personnel will be arranged to discuss a mutually convenient separation date as well as the anticipated date of return to full-time employment.

4. When the leave is related to the birth or adoption of a child, at the election of the employee, the leave of absence shall be granted for the balance of the semester or school year during which delivery or adoption or care is anticipated. When the leave is for the care of a family member, the leave shall be limited to twelve weeks.

5. The employee who has taken the leave for the remainder of the school year shall have such leave extended for one (1) additional school year upon request of the employee to the administrator in charge of personnel, made not later than the April 1st preceding the year for which such leave is requested. The employee who has taken the leave for the remainder of a semester shall have such leave extended for up to three (3) additional semesters upon request of the employee to the administrator in charge of personnel, provided the employee's leave ends at the end of a school year and the request for leave is made not later than 30 calendar days prior to the expiration of the original leave.

6. Failure of a limited contract employee on leave of absence to return a signed contract for the successive school year on or before July 10 shall be treated as a voluntary resignation. Failure of a continuing contract employee on leave of absence to return a signed letter of intent to fulfill his/her contractual obligation during the successive school year on or before July 10 shall be treated as a voluntary resignation.

7. Upon return, the employee shall be entitled to a position similar to that which was held prior to the leave.

20.06 Physical Injury Leave

In accordance with the laws of the State of Ohio, a teacher may use such force as is necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self defense, or for the protection of persons or property. It is recognized by the Board that in the course of performing these and other assigned duties, acts of physical assault upon the teacher may occur.

To insure that such individual's rights are protected, it is necessary that proper procedures be followed when such instances arise. Procedures to be followed:

a. A teacher who has been physically assaulted in connection with the performance of a professional assignment of this Board, shall notify his/her appropriate supervisor immediately. Within twenty-four (24) hours of the incident the teacher will make every attempt to provide his/her supervisor with a written report of the incident. Such report shall be signed by the teacher or his/her representative.

b. The principal or designated representative shall attempt to obtain a list of witnesses to said assault. The principal shall then attempt to obtain a written statement of the observations of each witness.

c. As soon as possible, copies of the teacher's report and the written statements and observations of each witness shall be forwarded to the President of the SHTA and to the Board through the Superintendent's office. Copies of the witnesses' statements will also be given to the teachers involved.

d. If court action results, said teacher and any witnesses shall be granted leave of their professional duties and a certified/licensed substitute will be provided with no loss of pay (personal or sick leave) for days in court and as may be requested by their legal counsel, court officials, and law enforcement officers.

e. If an assault on a teacher results in the teacher being unable to teach for a period of time, said teacher shall be provided leave until he/she is able to resume his/her professional duties without loss of pay and without loss of any benefits listed under Article XXIV of this Agreement. Neither shall any teacher so affected lose any sick leave that he/she may have accumulated. (See 20.01 of this Agreement). This leave will be limited to the balance of the current school year; however, the Superintendent shall extend it up to another semester if the individual's licensed physician states he/she is medically unable to perform his/her contractual duties because of the physical injury. The statement must include the physician's estimate of the date the employee will be able to return to work.

f. The teacher shall not qualify for assault leave except upon submission of an application on a form to be furnished by the Board.

g. The teacher shall furnish a certificate/license from his/her licensed physician, stating the nature of his/her disability and its expected duration.

h. If a teacher absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide said teacher with the same income he/she received at the time of his/her assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the teacher which results in an amount equal to more than the teacher's normal per diem rate, the excess payment will be returned to the Board.

i. A teacher temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident, and shall be entitled to automatic salary schedule increments upon his/her return to work.

j. A teacher on leave under this section may not earn money from other sources in the school district while on such leave.

k. Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

20.07 A qualified domestic partner is defined as the sole domestic partner, not related by blood, who live together in the same residence and intend to do so indefinitely. These individuals are engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and expenses. Proof of interdependence includes at least three of the following: (1) common ownership of a vehicle; (2) common ownership of real property; (3) drivers' licenses with common address; (4) proof of joint bank accounts or credit accounts; (5) designated primary beneficiary; and (6) assignment of durable power of attorney or living will.

ARTICLE XXI - PROTECTION OF TEACHERS AND STUDENTS

21.01 General

The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with Section 3319.41 of the Ohio Revised Code. It is the responsibility of the teacher to provide a classroom learning situation which provides an atmosphere for learning to take place; when it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher and principal to find a reasonable solution to the problem.

It is the intention of the administration to support teachers' efforts in maintaining orderly classrooms and in protecting them from unruly students. When a student's behavior is so extreme that it disrupts the educational process, parents will be consulted and, if necessary, the police. Suspension and expulsion from school may be considered in accordance with the provisions of the Ohio Revised Code.

ARTICLE XXII - REDUCTION OF STAFF

22.01 When, by reason of budgetary constraints, changing course offerings and selections, decreased enrollment of pupils, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service in the District if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

With respect to teachers holding the same areas of certification/licensure, the Board shall nonrenew teachers' limited contracts before the suspension of teachers' continuing contracts.

22.02 Attrition

The number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification/licensure, qualifications and experience for the position and the position is one that needs to be filled.

22.03 Suspension of Continuing Contracts

Suspension of continuing contracts will be achieved as follows:

Teachers in the same certification/licensure areas whose continuing contract have been suspended because of reduction in staff will be recalled in order of the greater service to the District. In determining service time, the following criteria will be used:

a. If two or more teachers begin their Shaker service at the same time, the date of letter of intent to employ issued by the Personnel Office will be used as first date of service. If two or more teachers have "letters of intent" bearing the same date, seniority will be established on the basis of the time of receiving the teacher's signed contract in the office of the administrator in charge of personnel.

b. Service prior to a resignation will not be used if a teacher has been reemployed.

c. Authorized leaves of absence for illness, disability, maternity, military service or sabbatical will be used to compute length of service.

d. A copy of the reduction in staff list will be provided the Association (within two weeks) after the Board action.

22.04 Suspension of Limited Contracts

Hard and fast rules cannot be applied in determining the extent to which reductions are necessary or for determining which limited contract teachers are affected. Seniority, for example, can and should play a legitimate role in determining the order in which reductions in staff are made, but it is not the only criterion. In accomplishing reduction in staff, the concern has been and must continue to be the welfare of the students in the school district.

The following criteria will be used to determine which teachers will be affected by staff reduction, not necessarily in order listed:

a. Length of service to Shaker Heights. Service to be determined in the same manner as described for Continuing Contract teachers.

b. Major area of study and certification/licensure.

c. Exceptions to preference for retention based on length of continuous service may be made to insure the retention of particular skills that are needed, to insure continued performance of supplemental duty assignments performed in the past by employees with less continuous service, to comply with state and federal laws relating to employment matters, and in consideration of program needs. Other unusual or unanticipated situations also may warrant taking factors other than length of continuous service into account in determining preference for retention.

22.05 Recall

a. Any teacher whose name appears on the Reduction in Staff List shall be offered reemployment when a position becomes available for which he/she is certified/licensed and qualified.

b. The Personnel Office will give written notice of an offer of employment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Personnel Office of any change in address.

c. A teacher on the Reduction in Staff List shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulations of sick leave days, and salary schedule placement as the teacher would have received in the year following nonrenewal, if, as a result of reemployment, a teacher resumes employment in the first semester (prior to January 1st) of the year in which the teacher was nonrenewed.

d. Limited contract teachers will remain on the Reduction in Staff List for a period of fifteen (15) months following their suspension. If a teacher on the Reduction in Staff List accepts employment with another district, the teacher shall so notify the administrator in charge of personnel by registered letter within ten (10) calendar days of acceptance. The teacher will then be removed from the Reduction in Staff List. If a teacher is offered reemployment and fails to accept the offer within ten (10) calendar days, the teacher will be immediately removed from the Reduction in Staff List. After

being removed from the Reduction in Staff List, a teacher must make application for employment in accordance with established procedures if they desire to be considered for employment by the Shaker Heights City School District.

ARTICLE XXIII - PART-TIME EMPLOYEES

23.01 Part-time employees shall be entitled to the benefits as set forth in this Agreement, however, such benefits shall be prorated according to the percentage of time worked as compared to the total workday for full-time employees. Proration of insurance benefits means the Board share will be equal to the prorated percentage and the employee must pay the balance if he/she wishes to obtain the benefit.

23.02 For purposes of this Agreement, part-time employees will not accumulate seniority.

23.03 Part-time employees shall not be entitled to continuing contract status and shall only be employed on a limited contract basis.

23.04 Part-time employees shall continue to be advanced on the salary schedule in half steps based upon aggregated part-time service during the years.

23.05 When, by reason of decreased enrollment in a program or change in curriculum, a full-time, continuing contract teacher is forced to accept a part-time position with the Shaker Heights City School District, that teacher shall continue to receive full insurance benefits as set forth in this Agreement and will continue to accumulate seniority as if on a full-time basis. Such teacher's salary will be adjusted on a pro rata basis and advancement on the salary schedule will be in full steps. All other benefits will be provided consistent with the provisions of Section 23.01.

ARTICLE XXIV - GROUP INSURANCE

24.01 Health Care Coverage

The Board has the right to select carrier or self-insure health care coverage, with a PPO that includes the following coverage:

a. The Board will continue present medical coverage through December 31, 2011 at which time there shall be medical coverage with a $250 deductible per family member to a maximum of $500 deductible per family and a 90%/10% copayment with a maximum out of pocket of $500 for single coverage and $1000 for family coverage when in network and with a $500 deductible per family member to a maximum of $1000 per family and 70%/30% copayment with a maximum out of pocket of $1000 for single coverage and $2000 for family coverage when out of network. The coverage shall have an unlimited lifetime limit. There will be an office visit co-pay of $20 and an emergency room co-pay of $100;

b. Prior to solicitation of bids for possible change of carrier, the SHTA will be notified and given an opportunity to discuss standards and bid specifications, as well as the financial strength and capabilities of carriers given the opportunity to bid;

c. Board will not initiate any change in carrier more than once per calendar year.

The Board will provide Kaiser Community Health Services, with the addition of a $20 per office visit user payment, as an HMO and, if it chooses, may add any additional HMO or PPO. This benefit will only be available to those employees who have selected Kaiser as their health care option as of March 31, 2011.

Employees will contribute 8% of the monthly funding rate; 12% of monthly funding rate effective January 1, 2012 for individual or family coverage. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments.

24.02 Prescription Drug

Prescription drug coverage, including oral contraceptives, with a Seven Dollar ($7.00) co-pay feature for generic drugs and Twenty-Five Dollar ($25.00) co-pay for legend or name brand drugs will be provided for all teachers by the Board at Board expense. Mail orders will have a $17.50 co-pay for generic and $62.50 co-pay for legend or name brand. Retail drugs will be limited to a 30 day supply and mail order to a 90 day supply.

Employees will contribute 8% of the monthly funding rate; 12% of monthly funding rate effective January 1, 2012 for individual or family coverage. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments.

24.03 Life Insurance

The Board will fully pay for and provide its certified/licensed employees with a term life insurance program providing for (a) a death benefit of Fifty Thousand ($50,000); (b) dismemberment coverage; and (c) double indemnity death benefit in the event of accidental death.

24.04 Dental Plan

U.C.R. Coverage

Calendar Year Maximum	Co-Insurance Features				Deductibles Applied			
	Preventive	General	Restorative	Orthodontia	Preventive	General	Restorative	Orthodontia
$1,500	100% pd. by carrier 0% by employee	85% pd. by carrier 15% by employee	80% pd. by carrier 20% by employee	50% pd. by carrier 50% by employee	None	None	$50.	$50.

Note: There is a $1,500 lifetime limit per person for orthodontia coverage.

The Board shall not choose a carrier that pays different rates to dentists that belong to or are a participating dentist in a group plan.

Employees will contribute 8% of the monthly funding rate; 12% of monthly funding rate effective January 1, 2012 for individual or family coverage. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments.

24.05 Premium Payments

If a tenure teacher should exhaust his/her sick leave within the time specifications of this contract, the Board, for a period not to exceed twelve (12) months, shall continue to pay his/her premiums for the following fringe benefits:

A. PPO/HMO
B. Prescription Drug
C. Life Insurance
D. Dental Insurance

The payment of such premiums will cease if the employee retires, resigns, goes on disability retirement or his/her contract is terminated.

24.06 125 Plan

The District will maintain a Section 125 plan for premiums only and effective by the implementation for the health insurance plan changes, the District will convert to a flexible account that includes eligible medical expenses and dependent care expenses with participating employees paying whatever the administrative charge is to run the 125 Plan..

24.07 If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who works less than 30 hours per week and is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits except where contrary to law.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this Agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses incurred by the Board. Any amount to be reimbursed by the employee may be by direct payment by the employee or, if not, shall be deducted through payroll deduction.

ARTICLE XXV - TUITION FUND AND PAYMENT

25.01 To maintain Excellence in Education, the Board shall budget a special fund of $125,000 per year for the purpose of assisting those teachers working toward obtaining their first Master's when such a Degree is in their teaching field or in a related education field of. All remaining funds shall be used to assist those teachers working beyond their first Master's and Graduate level work provided such course work is in their teaching field or in a related education field of study. The Board shall pay tuition cost up to $150.00 per credit hour.

25.02 All teachers completing graduate level work shall submit to the administrator in charge of personnel the necessary documentation demonstrating the successful completion of such course work prior to December 1 of each calendar year. The administrator in charge of personnel shall total all legitimate claims for reimbursement. If the total is less than $125,000, then each claimant shall be paid up to the amount specified in § 25.01. If the total is more than $125,000, then an equitable distribution of funds shall be made based upon a fractional cost per graduate hour completed. In no case shall the total of payments exceed $125,000 in any given calendar year.

Each claimant shall receive notification of the amount he/she is to receive no later than January 15 of the next calendar year. No payment shall be made for correspondence courses.

25.03 The Treasurer, within thirty (30) calendar days after notification by the administrator in charge of personnel, shall issue a separate check in the amount specified by the administrator in charge of personnel to the teacher. Deductions mandated by law shall be made.

25.04 The administrator in charge of personnel shall forward to the President of SHTA a notification showing names, hours and amount of payment to each teacher.

ARTICLE XXVI - SEVERANCE PAY

26.01 Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has ten (10) or more years of service with the Board, may elect at the time of his/her retirement from active service to receive severance pay in an amount equal to:

> One-fourth (1/4) of his/her unused sick leave accumulation at the per diem rate of said employee's basic contract salary in effect at the time of last day of employment in Shaker Heights. Supplemental contracts, extended service, overtime or any other compensation will not be included in the calculation.
>
> As used herein, the word "retirement" means "permanent retirement" with regard to age and years of service as defined by the Ohio State Retirement Systems.

Payment of severance pay hereunder shall be made only upon fulfillment of the following conditions.

a. The employee is expected to sign an affidavit regarding retirement and severance pay. The form for this purpose will be made available by the Personnel Office.

b. The employee must be in active service for the year immediately prior to retirement, at the time a staff member elects not to actively teach for the Shaker Heights Schools, and is not yet eligible for State Teacher Retirement System benefits, the staff member may still apply for and receive that part of unused sick leave he/she is eligible to receive, as long as the following is true and the following procedures are followed:

    1. The former staff member applies, in writing, to the Superintendent within thirty-seven (37) months of the staff member's last day of teaching.

    2. The former staff member has not taken a teaching position during that thirty-seven (37) month period.

    3. The former staff member has become eligible for State Teacher Retirement System benefits during that thirty-seven (37) month period.

c. The former employee is expected to present satisfactory evidence to the Treasurer that his/her retirement is in effect. Following receipt of this evidence, the Treasurer will

issue a lump sum severance pay check to the retired employee within thirty (30) calendar days thereafter unless the staff member elects under paragraph d, below.

d. If the staff member announces his/her retirement by March 1 of the school year after which the staff member is planning to retire, the staff member may choose from among any of the following:

1. Payment of severance pay in three equal annual installments the first of which is to be on January 1 of the year following his/her retirement with the second and third annual installments to be made on each of the successive January 1st's. If this option is elected the staff member shall receive three additional days of severance pay at the employee's final per diem rate.

2. Payment of severance pay in two equal annual installments the first of which is to be on January 1 of the year following his/her retirement with the second annual installment to be made on the successive January 1st. If this option is elected the staff member shall receive two additional days of severance pay at the employee's final per diem rate.

3. Payment of severance pay in one lump sum payment on January 1st of the year following his/her retirement. If this option is elected the staff member shall receive one additional day of severance pay at the employee's final per diem rate.

4. The request for one of the options under subparagraph d must be made in writing to the Treasurer at the time of announcement of retirement.

e. Upon payment of the severance pay to the former employee, all of his/her accumulated sick leave credit shall be cancelled.

Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

ARTICLE XXVII - SALARY

27.01 Effective January 1, 2011, the BA Minimum will be $41,449 on the salary schedule set forth in Section 27.04. For 2011, there will be no increase to the base and no step increases.

27.02 For 2012, there will be no increase to the base. Step increases will be applied at the beginning of the 2012-13 school year. In addition, a stipend of 1% of each teacher's salary based upon the salary schedule shall be paid to those teachers employed during the 2010-11 school year who continue to be employed through January 16 of 2012 with the payment to be made on January 16, 2012.

27.03 For 2013, there will be no increase to the base. Step increases will be applied at the beginning of the 2013-14 school year. In addition, a stipend of 1% of each teacher's salary based upon the salary schedule shall be paid to those teachers employed during the 2011-12 school year who continue to be employed through January 16 of 2013 with the payment to be made on January 16, 2013.

27.04

STEP	B.A.	B.A.+15 OR 5 YRS	M.A.	M.A.+15	M.A.+30	M.A.+45	PH.D.
	1.0000	1.0222	1.0700	1.0966	1.1188	1.1521	1.1965
0	41,449	42,369	44,350	45,453	46,373	47,753	49,594
	1.0500	1.0733	1.1022	1.1244	1.1466	1.1688	1.2222
1	43,521	44,487	45,685	46,605	47,525	48,446	50,659
	1.1000	1.1244	1.1600	1.1822	1.2044	1.2266	1.2888
2	45,594	46,605	48,081	49,001	49,921	50,841	53,419
	1.1500	1.1755	1.2177	1.2400	1.2622	1.2844	1.3555
3	47,666	48,723	50,472	51,397	52,317	53,237	56,184
	1.2000	1.2266	1.2755	1.2977	1.3200	1.3422	1.4222
4	49,739	50,841	52,868	53,788	54,713	55,633	58,949
	1.2500	1.2777	1.3333	1.3555	1.3777	1.4000	1.4888
5	51,811	52,959	55,264	56,184	57,104	58,029	61,709
	1.3000	1.3288	1.4000	1.4222	1.4444	1.4666	1.5555
6	53,884	55,077	58,029	58,949	59,869	60,789	64,474
	1.3500	1.3800	1.4666	1.4888	1.5111	1.5333	1.6222
7	55,956	57,200	60,789	61,709	62,634	63,554	67,239
	1.4000	1.4311	1.5333	1.5555	1.5777	1.6000	1.6888
8	58,029	59,318	63,554	64,474	65,394	66,318	69,999
	1.4500	1.4822	1.6000	1.6222	1.6444	1.6666	1.7555
9	60,101	61,436	66,318	67,239	68,159	69,079	72,764
	1.5000	1.5333	1.6666	1.6888	1.7111	1.7333	1.8222
10	62,174	63,554	69,079	69,999	70,923	71,844	75,528
	1.5500	1.5844	1.7333	1.7555	1.7777	1.8000	1.8888
11	64,246	65,672	71,844	72,764	73,684	74,608	78,289
	1.6000	1.6355	1.8000	1.8222	1.8444	1.8666	1.9555
12	66,318	67,790	74,608	75,528	76,449	77,369	81,054
	1.6500	1.6866	1.8666	1.8888	1.9111	1.9333	2.0222
13	68,391	69,908	77,369	78,289	79,213	80,133	83,818
	1.7000	1.7377	1.9333	1.9555	1.9777	2.0000	2.0888
14	70,463	72,026	80,133	81,054	81,974	82,898	86,579
	1.7500	1.8111	2.0000	2.0244	2.0488	2.0733	2.1755
15	72,536	75,068	82,898	83,909	84,921	85,936	90,172
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
16	72,536	75,068	82,898	83,909	84,921	85,936	90,172
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
17	72,536	75,068	82,898	83,909	84,921	85,936	90,172
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
18	72,536	75,068	82,898	83,909	84,921	85,936	90,172
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
19	72,536	75,068	82,898	83,909	84,921	85,936	90,172
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
20	73,572	76,589	84,287	85,339	86,396	87,457	91,971
	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
21	73,572	76,589	84,287	85,339	86,396	87,457	91,971
	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
22	73,572	76,589	84,287	85,339	86,396	87,457	91,971

	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
23	73,572	76,589	84,287	85,339	86,396	87,457	91,971
	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
24	73,572	76,589	84,287	85,339	86,396	87,457	91,971
	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
25	74,608	78,111	85,675	86,769	87,872	88,979	93,770
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
26	74,608	78,111	85,675	86,769	87,872	88,979	93,770
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
27	74,608	78,111	85,675	86,769	87,872	88,979	93,770
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
28	74,608	78,111	85,675	86,769	87,872	88,979	93,770
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
29	74,608	78,111	85,675	86,769	87,872	88,979	93,770
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
30	75,644	79,632	87,064	88,199	89,347	90,500	95,569

TO FIND THE SALARY FIGURE IN ANY BLOCK, MULTIPLY THE MINIMUM (B.A. STEP A) SALARY BY THE INDEX RATIO DECIMAL IN THE INDICATED BLOCK.

TEACHERS EMPLOYED AS OF MARCH 31, 2011 WHO POSSESS A MASTER'S DEGREE WILL BE GRANTED A DOUBLE INCREMENT AT TIME OF OBTAINING A CONTINUING CONTRACT AND ANOTHER DOUBLE INCREMENT AFTER 5 YEARS ON THE CONTINUING CONTRACT.

27.05 The payroll dates shall be semi-monthly on a schedule as determined by the Treasurer with consultation from the SHTA President.

27.06 The salary schedule is based on a 185 day work year.

27.07 Board action on salary reclassification for those staff members who have accumulated additional approved credit hours, beyond the master's degree, will be taken two (2) times a year, at the regular Board Meetings in November and April. There shall be no restrictions on reclassification among columns for MA+15, MA+30 and MA+45, other than having the necessary number of hours. Action shall also be taken on the above dates on reclassification of staff members who have accumulated additional approved credit hours which will change their classification from BA to BA+15 or 5 years.

Those teachers employed with the District as of March 31, 2011 who have met each of the qualifications of having their Master's Degree and being on continuing contract shall receive the initial double jump reclassification at the same time other action for salary reclassification is taken. This action is to be taken at the first Board meeting after an applicant has completed all necessary requirements and has completed the necessary forms for the Shaker Heights Personnel office.

Requests must be submitted on the appropriate form by the date designated by the Superintendent in order to be eligible for reclassification. Requests must be accompanied by a transcript of credits. An official letter from the registrar of the college or other acceptable evidence may serve temporarily until a transcript can be obtained.

Requests reaching the administrator in charge of personnel after the date set by the Superintendent will not be acted upon until the following official date for approval or reclassification.

While responsibility for notifying the administrator in charge of personnel rests with the individual teacher, this office is available for any assistance.

Approval made at the November Board meeting will authorize the full salary adjustment applicable to the particular salary reclassification. The amount of this adjustment is prorated over the remainder of the contract year. Approvals acted upon at the April meeting will be for one-half the reclassification salary adjustment. This amount is then prorated over the remaining months of the contract year.

ARTICLE XXVIII - BOARD PICKUP OF MEMBER CONTRIBUTION TO STRS

28.01 The purpose of this Article is that total annual salary and salary per pay for each member shall be the salary otherwise payable under this Agreement as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total salary or salary per pay period less the amount, subject to applicable payroll deductions, to said members. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

28.02 The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Board's understanding that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary less the amount of the pick-up while applicable municipal income tax laws require it to report as an employee's gross income his/her total annual salary including the amount of the pick-up.

28.03 The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

28.04 Should the Internal Revenue Service determine that the deferred salary would be treated as current taxable income for federal income tax purposes, this Article will be void and inoperable.

28.05 The pickup shall apply to all payroll payments made after the adoption of this Agreement as amended, but not less than thirty (30) calendar days after agreement is reached.

ARTICLE XXIX - SUPPLEMENTAL CONTRACTS

29.01 Limited contracts of employment shall be issued for a term of not more than one year to all teachers performing assigned supplemental duties in addition to regular teaching duties. Such contracts shall set forth the nature of the supplemental duty or duties to be performed and the compensation to be paid and shall be signed by the teacher and the appropriate Board officer.

29.02 Prior to April 15th of each year, those teachers holding limited supplemental contracts for extra-curricular or co-curricular positions will execute a declaration of intent to accept such position(s) for the subsequent school year, if offered.

29.03 Limited contracts for extra-curricular and co-curricular positions shall be issued on or before June 30th to those teachers identified at that time for appointment to such position(s).

29.04 a. Supplemental contracts will be computed by multiplying the index figure shown in 29.04(e) times $430.

	Index
b. Department Chairperson plus 11 members or more H & M	12.0
Department Chairperson plus 6 to 10 members H & M	8.5
Department Chairperson plus 3 to 5 members H & M	6.5
Department Chairperson plus under 3 members H & M	2.0
Teacher-in-Charge - E	4.0
Y-Athletic Director - H & M	12.0
S-Coach Major Sport - H	8.5
S-Pre-season Coach Major Sport - H	4.5
Y-Modern Dance - H	8.5
S-Pre-season Football Head - H	7.5
S-Coach Minor Sport - H	7.0
S-Pre-season Coach Minor Sport - H	3.5
Y-Evening Supervisor - H	7.0
S-Assistant Coach Major Sport - H	6.5
S-Pre-season Assistant Coach - H	2.5
S-Athletic Trainer - H	6.5
Y-Technical Stage - H	6.5
Y-Modern Dance Assistant - H	6.5
Y-Stage Supervisor - H & M	6.5
Y-Marching Band Director - H	6.5
Y-Musical Production	6.5
Y-Yearbook Advisor, Newspaper Advisor – H	6.0

S-Freshman Coach - H	6.5
S-Pre-season Freshman Coach - H	2.5
Y-Debate Advisor - H	8.0
S-Coach Interscholastic - M	6.0
S-Pre-season Athletic Director - H	5.5
S-Pre-season Athletic Trainer, Weight Trainer and Football Assistant - H	5.5
S-Assistant Coach Minor Sport - H	5.0
Y-Weight Training - H	5.0
Y-Evening Supervisor - H	5.0
Y-Computer - H & M	5.0
S-Assistant Coach - M	5.0
Y-School Paper - M	4.5
Y-Yearbook - M	4.5
S-Pre-season Marching Band - H	4.5
Y-A.F.S. Advisor	4.0
Y-Detentions - M	4.0
Y-Student Council - H, M & W	4.0
Y-Literary Magazine - H	4.0
Y-Debate Advisor Assistant - H	4.0
Y-Future Teachers Club H & M	4.0
S-Locker Room Supervisor - H & M	4.0
S-Pre-season Volleyball Assistant - H	3.5
Y-Yearbook Art Editor	3.5
S-Indoor Track	3.5
Y-Marching Band Assistant - H	3.5
Y-Cheerleaders - H	4.0
Y-Cheerleaders - M	3.0
Y-Class Advisor - H	2.5
Y-Band Assistant - H	2.0
Y-Safety Patrol - E	1.0
Y-Student Council - E (exclude W)	2.0
Y-Intramural - E	2.0
Mentors (per semester)	2.0
(If mentoring two teachers)	3.0
Special Supplemental H & M (times the number of days per year)	0.1
Special Supplemental E (times the number of days per year)	.05

Y - Yearly
S - Seasonal
H - High School
M - Middle School
E - Elementary-All Schools
W - Elementary-Woodbury

c. The list of positions in 29.04(e) is not intended to be exhaustive and the special supplemental category is to be used for supplemental contracts where no specific listing is made.

29.05 The index values shown in 29.04(e) for coaching positions are based on a full season. Coaching for a partial season would be prorated.

ARTICLE XXX - EXTENDED DUTIES

30.01 Extended Time

An employee whose regular teaching contract has extended time added to it shall be compensated at his/her per diem rate in effect at the time the extended time is scheduled to be performed.

30.02 Units

Any teacher electing to participate in curriculum writing or district projects which occur beyond the contract day or year will be compensated at the rate of Sixty-Five Dollars ($65.00) per unit. A unit will be defined as approximately one-half of the school day as defined in Article IX, Section 9.02. Each unit must be approved in advance by the administration.

ARTICLE XXXI - NURSE ASSIGNMENTS

31.01 If one nurse is assigned to a building with one thousand or more students, the nurse assigned to that building shall be provided clerical help.

ARTICLE XXXII - JOB SHARING

32.01 Continuing contract teachers currently teaching or on leave, with at least three (3) consecutive school years of full-time teaching in the Shaker Heights City School District or retirees from the Shaker Heights City School District previously holding continuing contracts who are interested in forming a job sharing team for the following school year must notify the administrator in charge of personnel prior to March 1st. A listing of teachers interested in forming job sharing teams will be posted in all buildings by March 10th and the list will contain the teachers' names, certification/licensure and current employment status including most recent teaching assignment. The formation of possible job sharing teams is the responsibility of the interested teachers.

32.02 A job sharing team is limited to two (2) teachers and the job sharing team will assume the teaching assignment of one of the team members. The team must notify the administrator in charge of personnel in writing no later than April 1st of their desire to be employed as a job sharing team for the following school year and the teaching assignment they wish to assume. All teachers making application for job sharing positions shall receive notification of acceptance or denial no later than May 1st.

32.03 Job sharing teams are formed for one academic year and at the conclusion of a job sharing assignment, both teachers will resume full-time status in a position similar to that held prior to the formation of that team. Teachers who wish to continue in the job sharing program for a subsequent school year must reapply.

32.04 Teachers assigned to job sharing under this Article shall be entitled to the salary and benefits on a prorated basis consistent with Article XXIII, Section 23.01. Job sharing teachers shall retain continuing contract status and maintain seniority. Advancement on the salary schedule shall be granted in half step increments.

ARTICLE XXXIII – REEMPLOYMENT OF STRS RETIREES

33.01 Any teacher who retires under STRS and is subsequently reemployed by the District shall be placed at Step K of the salary schedule (provided the teacher has at least ten (10) years of service) to include academic training level and will be eligible for subsequent experience steps and academic training steps.

33.02 A teacher who is employed or reemployed subsequent to retirement under STRS will not be eligible to carry over any sick leave or bring any sick leave into the District but will earn sick leave at the same rate as other teachers under the collective bargaining agreement. Such teacher will not be eligible for any retirement severance pay after rehire.

33.03 Any teacher employed under this Article shall only be eligible for one year limited teaching contracts and shall not be entitled to continuing contract status.

33.04 Any teacher employed under this Article shall not be eligible for accumulation of seniority.

33.05 Except as specified in this Article, teachers hired under Section 33.01 shall have all other rights as specified in the collective bargaining agreement.

ARTICLE XXXIV – TEACHER PROFESSIONAL ORGANIZATIONS

34.01 No later than June 15th of any given year, the SHTA shall forward to the District Treasurer the following information regarding all officers and employees of the SHTA designated as eligible for STRS TPO contributions for the next school year:

a. Names and Social Security numbers and position with SHTA;
b. The amount of the salary each officer and employee of the SHTA who is eligible for STRS TPO contributions is scheduled to be paid by the SHTA for the subsequent school year for service to the teacher professional organization.

34.02 Prior to August 1, the Treasurer will notify the SHTA of the maximum amount of salary paid by the SHTA to each officer and employee that is eligible for STRS payment on

compensation for service to the teacher professional organization by making the following determination:

a. The teacher's base contract daily rate shall be computed by using the salary schedule amount the teacher will be eligible to receive from the District for the next school without extended service, ratio or supplemental contracts, divided by the days of service. For this purpose, "days of service" shall only include those days in the District's teachers' contract.

b. The teacher's base contract daily rate as computed under Section 34.02 a. above shall be multiplied by the remainder of days after subtracting the days of service used in Section 34.02 a. from 250. The resulting product shall be the maximum salary which can be reported in any given year (July through June) for salary paid by the SHTA to be included for compensation on which STRS credit will be given under regulation.

c. The Treasurer will also notify the SHTA of the employer and employee share percentage for STRS for the subsequent school year.

34.03 If the officers and employees of the SHTA designated as eligible for STRS TPO contributions change or if their salary changes, after the start of the school year, the SHTA shall promptly notify the Treasurer with the information required under Section 34.01 and the Treasurer shall provide the information as required under Section 34.02, as promptly as practicable.

34.04 Starting with September of each year, the SHTA will forward to the Treasurer, no later than one week after payment is made for the quarter (ending September 30, December 31, March 31 and June 30), a certification of the payment, pursuant to the formula set forth in Section 34.0, to each SHTA officer and employee who is designated as eligible for STRS TPO payment together with the employer and employee share of STRS contributions on such salary amounts for all designated TPO-eligible persons. The Treasurer will forward such quarterly STRS payments together with the appropriate payroll amounts based upon District payroll to STRS. The Treasurer will not forward any amounts in excess of the maximum allowable as calculated under Section 34.02, but shall return those amounts to the SHTA and advise them that no further payment for any affected individual should be made during that fiscal year.

34.05 The parties agree that it is not the intent of the parties to have the District incur any additional costs under this agreement or as a consequence of the additional retirement contributions made to STRS that are attributable to the TPO compensation for any SHTA officer. Should the District incur any additional costs beyond the amounts paid by the SHTA under Section~~s~~ 34.04, the District shall notify the SHTA of such additional costs and the SHTA will reimburse the District for such costs.
34.06

ARTICLE XXXV - IMPLEMENTATION

35.01 This Agreement shall be effective upon ratification by both parties and is effective through December 31, 2013 except as otherwise specifically provided in this Agreement.

35.02 The policies enacted by this Agreement, when adopted by the Board, shall supersede any rules, regulations, practices or policies of the Board or administrative directives which may be contrary or inconsistent with the terms of this Agreement.

35.03 It is the intent of the parties to have the provisions of this collective bargaining agreement supersede and replace any conflicting provisions of law, including all local rules, regulations and resolutions, to the extent permitted under the provisions of Chapter 4117 of the Ohio Revised Code. However, if any provision of this Agreement or any application of this Agreement to any of the certificated/licensed staff members who are covered by this Agreement is found to be impermissibly contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. In such case, to the extent permissible under the law and a request is made by either party, the parties shall meet to renegotiate the applicable provision(s).

35.04 During the term of this Agreement there will be no strike, work stoppage, professional study days or concerted failure to report for work, or loss of instructional days or loss of work days for any unauthorized reasons.

35.05 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) calendar days after the agreement is signed. Further, the Board will furnish 600 copies of this Agreement to the Association for its requirements.

FOR THE SHAKER HEIGHTS TEACHERS' ASSOCIATION	FOR THE SHAKER HEIGHTS BOARD OF EDUCATION
_____	_____
President	President
_____	_____
Vice President	Superintendent
_____	_____
Member, Negotiations Team	Treasurer
_____	
Member, Negotiations Team	
_____	
Member, Negotiations Team	
_____	
Member, Negotiations Team	
_____	
Member, Negotiations Team	
_____	
Member, Negotiations Team	

EXHIBIT 1

SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution of Form, STEP I
1. Superintendent
2. Principal or Supervisor
3. Association Representative
4. Teacher

GRIEVANCE REPORT

STEP I

Submit three copies to Association representative.

_____ _____ _____ _____
Building Assignment Name of Grievant Date Filed

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

_____

_____

_____

_____

Relief Sought _____

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Representative

C. Disposition by Supervisor _____

_____

_____

_____ _____
Date Signature of Supervisor

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution of Form, STEP II
1. Superintendent
2. Principal or Supervisor
3. Association Representative
4. Teacher

GRIEVANCE REPORT

STEP II

Submit three copies to Association representative.

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

A. Position of Grievant and/or Association _____

_____

_____

_____

_____	_____
Date	Signature of Grievant

_____	_____
Date	Signature of Association Representative

B. Date received by Superintendent or designee _____

C. Disposition by Superintendent or designee _____

_____

_____

_____

_____

_____	_____
Date	Signature

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution of Form, STEP III
1. Superintendent
2. Principal or Supervisor
3. Association Representative
4. Teacher

GRIEVANCE REPORT

STEP III

Submit three copies to Association representative.

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

A. Position of Association or Grievant If the Association is in Non-concurrence

_____

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Representative

B. Date submitted to arbitrator _____

C. Disposition and award of arbitrator _____

_____

_____

_____

_____ _____
Date Signature of Arbitrator

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

Side Letter to be added to CBA:

Performance Compensation Pilot Program

The parties agree to develop and implement a pilot of a performance compensation program during the term of the 2011-2013 collective bargaining agreement, as follows:

During the 2011-12 school year, there will be a performance compensation committee established to develop parameters for a performance compensation plan available for teachers and administrators. The committee will consist of at least seven teachers appointed by the SHTA President and at least five members from the administration and Board (which shall include a minimum of one Board member), appointed in such manner as they determine. The teachers shall only have five voting members and the combined Board and administration shall only have five voting members.

The performance parameters may include, but are not limited to:

- Curriculum/unit planner development
- Professional development
- International Baccalaureate training and implementation
- Development and implementation of program innovations
- Work load
- Other criteria including criteria from academic research, successful performance compensation models as well as from any model developed by the Ohio Department of Education

The committee may include within the model parameters a comprehensive evaluation program that includes a clearly articulated component of peer review.

During the 2012-13 school year there will be a pilot program of the performance compensation model with a cohort of participants as determined by the committee and such other voluntary participants who wish to be included in the plan. Participants will receive their salary as set forth on the salary schedule that is in Section 27.04 of the collective bargaining agreement. A pool of at least $200,000 will be available for the 2012-13 school year plan. Implementation of the plan will be based upon a consensus of the voting committee members.

The committee will review the pilot program to recommend if it should be continued, modified or expanded for the 2013-14 school year. The continuation, modification or expansion will require approval of the SHTA President, the Superintendent and the Board.

1383-01
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09-MED-03-0193

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2009 SEP 16 P 2:19

Master Contract



between the
Avon Lake City School District

and the
Avon Lake Education Association

July 1, 2009 to June 30, 2012

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Forms

Grievance Procedure Form
Certified Absence Form
Sick Leave Bank Donation Form
Application to Use Sick Leave Bank Form

Master Contract

This Master Contract entered into in Avon Lake, Ohio, this first day of July 2009, between the Board of Education of the Avon Lake City School District (hereinafter referred to as the "Board") and the Avon Lake Education Association (hereinafter referred to as the "Association") as follows:

ARTICLE 1

Recognition

The Board recognizes the Avon Lake Education Association as the exclusive bargaining representative for the members of the bargaining unit, hereafter "teacher" or "teachers", consisting of all full-time and regularly employed part-time certificated personnel, including tutors and long-term substitute teachers. Excluded from the bargaining unit are all non-certificated employees, the superintendent, assistant superintendent, director of facilities and personnel, school psychologist, director of athletics, director of technology, principals and assistant principals. Also excluded are other supervisory positions, provided that such positions satisfy the definition of "supervisor", "professional employee", "confidential employee", or "management level employee" as set forth in Revised Code 4117.01.

ARTICLE 2

Negotiation Procedures

A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by March 15 of the year in which this Master Contract expires. The parties shall hold their first negotiation session by April 1. The Association and the Board will follow the negotiations and impasse procedures identified in this Master Contract in place of procedures alternatively provided in ORC 4117.14 and related sections.

B. Each negotiation team shall consist of no more than seven (7) persons. In addition, each team may utilize one (1) consultant at the table.

C. All items for negotiations shall be submitted at the first meeting. No additional items shall be added unless by mutual consent of the representatives of the Board and the representatives of the Association. Copies of items submitted at the first meeting may be made available to the public.

D. Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation

which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto.

E. After tentative agreement has been reached on the entire Master Contract, said Master Contract shall be reduced to writing and submitted to the Association for ratification. The Association team shall recommend and urge approval of its membership. If ratified by the Association, the tentative agreement shall be submitted to the Board for its adoption. The Board team shall recommend and urge approval of the Board.

F. If on May 15, or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall use the services of the Federal Mediation and Conciliation Service (FMCS).

G. In the event the parties are unable to reach agreement by June 30, or a date mutually agreed upon, the terms of this Master Contract and the disagreement provisions shall be deemed exhausted.

H. No reprisals shall be taken by or against any participant in the negotiations procedure by reason of such participation.

ARTICLE 3

Grievance Procedure

A. (1) A "grievance" is defined as an alleged violation of a specific article or section of this Master Contract.

(2) "Grievant" is defined as a teacher, group of teachers or the Association. In the event the Association presents a grievance on behalf of one or more teachers, all teachers allegedly involved shall be identified on the written grievance. In no event may the Association present a grievance on behalf of an individual member of the bargaining unit who does not consent to same. Failure of the individual member to consent to the filing of a grievance shall have no precedential effect.

B. Teachers shall first discuss their grievances with the proper member or members of the administrative staff, with full assurance that such discussion shall in no way prejudice their status with the school system, in an attempt to resolve the problem informally.

C. The teacher has the option of inviting a colleague to accompany him/her at the time he/she discusses the grievance with an administrator at level 1. The teacher may be represented by an Association representative at levels 2, 3, and 4. The administrator has the option of inviting a colleague to be present when the grievance is discussed at

level 1. In the event the teacher intends to exercise the option of bringing an Association representative at such levels, he/she will advise the administrator conducting the hearing at levels 2 and 3, of the identity of the Association representative in advance of the hearing. The administrator at levels 2 and 3 may have an outside representative present at the grievance meeting.

D. If the grievance cannot be resolved through informal meetings, the grievant shall follow the steps below to affect a satisfactory solution to a grievance.

E. No grievance shall be recognized by the Board or its designees unless it was presented at the appropriate initial level within fifteen (15) school days after the alleged grievance occurred. If not so presented, the grievance shall be considered waived.

F. The Association president shall receive a copy of all grievances, responses and all appeals to higher levels of the procedure from the responsible administrator. Settlement of a grievance at any step of this procedure shall be final and binding upon the Board, Administration, grievant and Association if involved as a representative of the grievant or as a grievant.

G. **Level One**

(1) The teacher shall obtain and complete a grievance form and forward to the building principal.

(2) The Principal will meet with the grievant within seven (7) calendar days of being requested to meet.

(3) The Principal will render his decision to the grievant in writing within seven (7) calendar days after meeting with the grievant.

H. **Level Two**

(1) In the event the grievance is not satisfactorily resolved at Level One, grievant shall obtain and complete a grievance form and forward to the superintendent within seven (7) school days of receipt of the decision of the principal. If the grievance is initiated at Level 2 (see paragraph K-5), then the grievance shall be filed with the Superintendent within fifteen (15) school days after the alleged grievance occurred.

(2) The superintendent or his/her designee will meet with the grievant within seven (7) calendar days of being requested to meet.

(3) The superintendent or his/her designee will render a decision to the grievant in writing within seven (7) calendar days after meeting with the grievant.

I. **Level Three**

(1) In the event a grievance is not satisfactorily resolved at Level Two, the grievant may file with the Superintendent a letter setting forth the nature of his/her grievance and his/her basis for appeal from the decision of the Superintendent. Such application must be made within seven (7) school days of the date that the Superintendent rendered his/her decision.

(2) If the grievance has not been satisfactorily resolved at the Superintendent's level, the grievant may, within five (5) working days, request mediation. The parties thereafter submit a joint request to the Federal Mediation and Conciliation Service for the appointment of a mediator. Every effort will be made to complete grievance mediation within thirty (30) days of submission of this request.

(3) The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.

(4) At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in the case.

(5) The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.

(6) If the grievance is not resolved and is subsequently moved to arbitration, such proceedings shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

(7) All grievance mediation proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service governing such grievance mediation process.

J. **Level Four**

(1) In the event the grievant is not satisfied with the disposition of the grievance by mediation, the grievant may refer the grievance to arbitration by filing written notice of such referral with the Superintendent not later than five (5) calendar days from the date of mediation.

(2) Within seven (7) calendar days after receipt of notice of appeal to Level Four, the grievant, or his designee, and the Superintendent, or his designee, shall petition the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names from which an arbitrator can be selected by the alternate strike method. A second list of seven (7) names may be requested by either party. A toss of the coin shall determine who strikes first.

(3) The arbitration proceedings shall be governed by the rules and regulations of the Federal Mediation and Conciliation Service.

(4) The arbitrator shall hold the necessary hearing and issue a decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the grievant, the Association and the Board.

(5) The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Master Contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

(6) Except as expressly limited by this Master Contract, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Master Contract or contrary to law. In prescribing relief, the arbitrator may not usurp the legal authority vested by statute in the Board or the Superintendent. The arbitrator shall rule on any question

pertaining to whether he/she has the legal or contractual authority to grant the relief sought if requested to do so by either party.

(7) The arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing side of the arbitration. The arbitrator will be requested to specify who is the loser.

K. **General Conditions**

(1) In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceeding.

(2) The Association shall be entitled to copies of all notices and written dispositions pertaining to a grievance.

(3) The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

(4) Hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.

(5) If a grievance affects a group of teachers in more than one building, or if it arises from the actions of an authority higher than the principal, it may be initially submitted at Level Two.

(6) Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication. If requested, a colleague will be present.

L. **Time Limitations**

(1) The time limitations set forth in the grievance procedure are considered to be maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and of the grievant.

(2) If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal shall be barred.

(3) Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

ARTICLE 4

Association Rights

A. The building representatives of the Association in each individual school shall have the use of a bulletin board in the faculty lounge to post Association business.

B. The Association shall have the right to use school equipment. The cost of printing and utilizing specialized equipment shall be the same as that charged to other groups.

C. The Association shall have the right to use school buildings provided the following procedure is utilized. Clearance for the use of school buildings between the hours of 7:00 a.m. and 6:00 p.m. for Association business shall be obtained from the building principal. If such meeting is a system-wide meeting, clearance shall also be obtained from the business office. Clearance for the use of school buildings at other times shall be obtained from the business office. All requests should be submitted at least two weeks in advance prior to the date when the facility is needed if practicable. The Association shall pay the additional cost, if any, in connection with the use of the facility.

D. The Association shall be permitted use of the Board's regular mail pickup and delivery system.

E. The Association shall have the right to use its members' school mailboxes for Association business. The building principal may request and shall receive, in a reasonable time following the request, a copy of any communication distributed in mailboxes to the entire membership of the Association.

F. The Association president shall receive, in a reasonable time following the request, a copy of:

(1) Minutes of Board meetings and all addenda to minutes shall be provided to the Association President within five (5) calendar days after said minutes and addenda are approved by the Board;

(2) Appropriate Financial Reports as requested by the Association to obtain an OEA general fund analysis.

(3) Monthly Enrollment Reports

(4) By October 1 of each year, the Administration will provide the Association president with the actual previous experience and the Avon Lake credited salary schedule placement of all new hires. (See Article 27(B)(5).

The first copy of such documents will be provided without charge. Additional copies will be provided upon payment of 10 cents per page copying charge.

G. **Fair Share Fee**

(1) The Board will deduct from the pay of each bargaining unit employee who authorizes the payment of Association dues in accordance with Article 12(D).

(2) The Association recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Association. The Association will provide a list of names to the Board's Treasurer of its members by October 15 of each school year and the amount of unified dues. The Treasurer will deduct the fair share fee from the paychecks of bargaining unit members who elect not to join the Association, in an amount designated in writing by the Association. The fair share fee shall be equal for all nonmembers and shall not exceed dues paid by members.

(3) It shall be the sole responsibility of the Association to provide an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law and provisions of Section 4117.09(C) of the Ohio Revised Code.

(4) The fair share fee provided for by this Section shall be collected from all members of the bargaining unit who are not members of the Association. It shall not be collected from any other employee. No member of the bargaining unit is required by this Agreement to become a member of the Association.

(5) Any person who objects to paying the fair share fee because of religious beliefs shall be exempt from paying any fair share fees or union dues, as provided by Revised Code Section 4117.09(C).

(6) The fair share fee provided for by this Section shall be deducted from the pay of each employee required to pay it in accordance with Article 12(D). The fair share fee shall be levied in equal

installments for a total of ten (10) pay periods commencing no earlier than February 1 of each school year, provided that the Association provides the Treasurer with at least thirty (30) days notice of the total amount of fair share fee to be deducted for that school year.

(7) The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees or dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, to provide a full legal defense for and at no cost to the Board in any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim or administrative proceeding, including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees.

For purposes of this provision only, the term "Board" includes the Board of Education of the Avon Lake City School District, its individual members, officers, agents and employees, and specifically includes the Superintendent, other administrators, the Treasurer and members of the Treasurer's office staff.

H. The Board shall place a copy of the Avon Lake City School District Policy Manual on the District's website.

I. The Board shall provide each teacher a copy of the current job description by including same in the teacher handbook distributed at the beginning of the school year.

J. **Released Time for ALEA Officers**

(1) There may be times where any or all ALEA officers may need to conduct official ALEA business during the school day. It is understood that ALEA business will not interfere with instructional time whenever possible and that it is the teacher's responsibility to complete all job responsibilities.

(2) The building principal shall make every effort to develop the president's schedule so that he/she will not be assigned a supervisory duty for one period (45 minutes) per week. The building principal(s) shall make every effort to develop the president's and vice president's schedule so that their preparation and planning time is at the end of the school day in order to facilitate meetings.

(3) When such released time requires the employment of other personnel, the ALEA will bear the cost (salary and benefits) of such employment.

ARTICLE 5

Board of Education Rights

The Board hereby retains and reserves all powers, rights, authority, duties and responsibilities management as set forth in ORC §4117.08, and such rights are expressly incorporated herein by reference. The above powers shall be limited only by the specific and express terms of this Master Contract.

ARTICLE 6

Sick and Bereavement Leave

A. Sick leave shall be provided to each teacher in accordance with state law. A beginning teacher shall be advanced five (5) days of immediate sick leave credit which will be charged against the first four months of his/her accumulation of sick leave. Sick leave shall be accumulated at the rate of one and one-fourth (1-1/4) days per month and used in ¼ day increments. Unused sick leave accumulation shall be unlimited.

B. Part-time teachers shall be entitled to sick leave for the time actually worked at the same rate granted like full-time teachers.

C. Each teacher shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. Such form shall be submitted to the building principal.

D. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family. Also see item J, Bereavement Leave. "Immediate family" means father, mother, brother, sister, husband, wife, child, grandchild, mother-in-law, father-in-law, or any other member of the family or household who has clearly stood in the same relationship with the teacher as any of the foregoing. For the purpose of bereavement, immediate family shall also include grandparents, grandchildren, step-parents, step-children, foster children, domestic partners, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle or aunt. Additions to the above list may be approved by the Superintendent or his/her designee. Nothing herein shall be construed to provide extended leave for chronic illness within the immediate family.

E. A teacher who transfers from any other Ohio public school district to the Avon Lake School District shall be credited with the unused balance of his/her accumulated sick leave which he or she was legally entitled to in the previous school district.

F. In the case of a member's pregnancy, sick leave shall be limited to a period of 30 work days, unless the member provides a statement from her doctor justifying an extension of the sick leave. In the event of use of sick leave due to pregnancy of a spouse, sick leave shall be limited to a period of ten (10) school days (the ten days must be used within one (1) year of the birth of the child) unless the member provides a statement from the spouse's doctor justifying an extension of the sick leave. In the event of sick leave used for birth or serious illness of a grandchild, sick leave shall be limited to a period of five (5) days. (The 5 days must be used within one (1) year of the birth of the child.)

G. Teachers shall receive notification of accumulated sick leave with every paycheck.

H. Sick Leave Bank

(1) Donated sick leave days in the sick leave bank may only be credited to a teacher who has, or is about to exhaust all of the teacher's accumulated sick leave due to an illness or injury of the teacher.

(2) Donated sick leave days may only be used for personal illness of the member.

(3) No member may use donated sick leave days to defer eligibility for disability retirement under STRS regulations, to claim severance pay, or to transfer to any other public employer.

(4) No member may use more than thirty (30) donated sick leave days in a twelve (12) month period.

(5) The following procedures have been established for the sick leave bank:

a. Sick leave days will be donated at the beginning of each school year. Forms will be distributed with the window period beginning September 1 and ending September 30. (*Sick Leave Bank Donation Form*)

b. Once an ALEA member contributes day(s) to the sick leave bank, those days are no longer available for use by the contributing teacher.

c. If during any school year the sick leave bank is or will be depleted, regardless of the contribution window set forth in paragraph "a", the bank will be reopened for contributions. Such reopening will be limited to a period of thirty (30) calendar days.

d. An ALEA member may apply for sick leave bank days for reason of personal catastrophic illness or injury. (*Application To Use Sick Leave Bank Form*)

e. The ALEA President and Superintendent will appoint two ALEA members and one administrator from the Health Care Committee (HCC) to review said applications and determine eligibility.

f. Those donating to the sick leave bank will receive a letter of acknowledgement in appreciation for their donation.

g. At the end of each school year, ALEA members will receive a statement documenting the total number of days used and those days available for future use.

(6) Sick leave bank forms are included in the Forms section of the Master Contract.

I. Any teacher who does not use any sick days during the school year will receive an annual cash incentive of $300.00. A teacher who uses one or two sick days will receive $200.00 and a teacher who uses three sick days will receive $100.00. This cash incentive will be included with the July 31 paycheck.

J. Bereavement leave shall be provided to each teacher. Bereavement leave is to be used in the case of a death in the immediate family and will not be deducted from the teacher's sick leave balance and will not affect any Leave Incentives.

(1) Three (3) days will be granted for parents, spouse or child – this will include in-laws and step

(2) One (1) day will be granted for all others included in Article 6, D

ARTICLE 7

Leaves of Absence

All leaves of absence will be in accordance with the Family Medical Leave Act FMLA) as referenced in the Avon Lake Board of Education policy handbook.

A. **Eligibility**

(1) Leaves of absence may be granted where illness, disability or military service is not the reason for the request, when there are compelling personal or educational reasons for granting such request. A request for leave of absence shall be considered on the basis of the requirements of the School District's educational program, the District's operational requirements, the applicant's performance record, the length of the applicant's service (must have completed two (2) or more years) and the reason for leave. Utilization of sick leave shall not be considered in determining whether to grant or deny a request. Leaves of absence shall not be granted for recreational or vacation purposes, or for the purposes of seeking or taking other employment or entering into self-employment.

(2) For the purpose of this Article, "uninterrupted years of service" shall be calculated from the date of the application for the leave and does not include any time spent on an unpaid leave of absence.

B. **Application**

(1) All applicants shall submit a written request to the superintendent at least two months prior to the starting date of the requested leave setting forth the reasons for the leave and the requested duration. The length of the leave shall not extend beyond the last day of the school year to which the leave is granted. The Superintendent shall set a reasonable date by which a teacher on leave must

indicate his/her intention to return to duty. If such teacher fails to notify the Superintendent by the designated date or by April 1, if no date has been designated, the teacher shall be deemed to have resigned his/her employment. If a teacher's leave of absence extends beyond April 30, the Board is not obligated to reemploy such person on limited contract if notice of nonrenewal is given on or before April 30th.

(2) The Board may investigate the reasons for the leave request at any time. Falsification of a leave request is grounds for suspension or termination of contract.

C. **Fringe Benefits**

(1) If a leave is granted and the benefit carrier permits, the teacher at his/her expense may continue group term life, hospitalization and major medical coverage, unless the Board in the sole exercise of its discretion elects to pay for all or part of such coverage. Failure of the teacher to forward premium payments at stipulated times shall terminate this benefit.

(2) In the event of a leave of absence granted as the result of the serious health condition of the teacher, spouse, child or parent of the teacher, the teacher shall be eligible for continuation, at Board expense, on the group hospitalization and major medical coverages provided under this Agreement. Board payment toward the cost of such insurance coverages shall be at the level established under Article 25. Continuation at Board expense of health insurance coverages during <u>any</u> period of unpaid leave of absence for any reason shall be for a period not to exceed a total of twelve (12) weeks in any school year.

(3) In the event a teacher has taken paid sick leave for any of the circumstances for which she/he applies for and receives an unpaid leave of absence, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation at Board expense, of health benefits during the otherwise unpaid leave of absence.

(4) If a teacher elects not to return to work following an unpaid leave of absence during which he/she has continued, at Board expense, on the health benefit programs provided under Article 25 and should the employee's reason for not returning to work be other than the continuation, recurrence or onset of the health condition that gave rise to the leave, the teacher shall reimburse the Board

for the health insurance premiums paid by the Board during the twelve (12) week period described above.

D. **Return to Service**

(1) The Board will not be obligated to return a teacher to active status prior to the expiration date of his/her leave of absence. Upon the teacher's return to service, he/she shall resume the contract status which was held prior to the leave and shall be given a position for which he/she is certificated or otherwise qualified. A teacher who fails to report to work on the first work day following the expiration date of his/her leave of absence or who is otherwise absent without having been granted an approved paid or unpaid leave shall be deemed to have resigned his/her employment. Time spent on a leave of absence shall not be counted toward seniority or placement on the salary schedule or in any other computation of the teacher's service.

E. **Parental Leave of Absence**

(1) A teacher who is about to become the parent of an infant child or who is the parent of an infant under one year of age or who is about to adopt a minor child shall be granted upon request a parental leave of absence without pay or benefits upon compliance with the conditions set forth below.

(a) The parental leave of absence shall be for the balance of the school year in which delivery is expected or the leave is granted or de facto custody of a child being adopted is received (or prior to receiving such custody, if necessary to fulfill the requirements of adoption), except that an extension of one school year may be granted if delivery or custody is expected after March 1 and such extension is requested by the teacher no later than April 1 preceding the year for which such extended year is requested. Leaves for one semester will be considered.

(b) At least 45 days in advance of the beginning of the requested date of the parental leave, the teacher shall file a written leave of absence request with the Superintendent. This request shall include:

(1) A statement regarding the expected or actual date of delivery, or in the case of adoption, the expected date of receipt of custody.

(2) Date on which leave is requested to begin.

(3) Date of return to service.

(c) With the recommendation of the Superintendent, parental leaves may be extended by the Board for one additional school year upon the request of the employee to the Superintendent for extension, which request must be made not later than April 1 preceding the year for which such extended leave is requested, (i.e., March or later birth – the balance of that year plus the following year plus the following year; September through February birth – the balance of that year plus the following year).

(d) Subsequent to receipt of custody of the minor child or termination of pregnancy, application for reinstatement may be made by the teacher at any time during the school year and the employee may be reinstated no later than the beginning of the next succeeding school year.

(e) Upon return from an approved parental leave, the teacher shall be entitled to reinstatement in a similar position, if such position is available, with the same contractual status as the teacher held prior to the leave. If, however, a similar position is not available, the teacher will be assigned to any other position for which the teacher is certified.

(f) A parental leave of absence shall not exempt the teacher from decisions regarding contractual renewals and reductions in force.

(g) (1) When the group insurance policy permits, a teacher on parental leave may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.

(2) Subject to the limitation below, during the first twelve (12) weeks of any parental leave of absence, the teacher's participation in the medical insurance coverages provided in Article 25 of this Agreement shall be continued at the level of Board contribution as there provided. The provision, at Board expense, of such continued coverage shall be only for the first twelve (12) consecutive weeks of any parental leave of absence. Provision of such coverage at Board expense shall not exceed twelve (12) weeks

during any school year. In the event a teacher has taken paid sick leave in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid parental leave of absence. A teacher will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one full school year of active service.

(h) Because the teacher is on parental leave, he/she will not be denied the opportunity to be considered for substitute duty in the schools.

(i) A teacher on parental leave of absence should notify the superintendent or his designee as soon as possible about plans for returning (or not returning) from the leave. If the teacher fails to notify the Superintendent by April 1 of his/her intent to return for the following school year, the teacher shall be deemed to have resigned his/her employment.

ARTICLE 8

Adoption Leave

A. A teacher who legally adopts a minor child is entitled to a leave of absence without pay or paid benefits. The provisions of Article 7, Leaves of Absence, are applicable to such a leave and the teacher shall comply with the specific requirements set forth therein.

B. During the first twelve (12) weeks of any adoption leave, the teacher shall be entitled to continued participation, at Board expense, in the health insurance benefit programs established by Article 25 of this Agreement. Eligibility for continuation, at Board expense, in the health insurance programs shall be established in accordance with the provisions of Article 7(E)(1)(g)(2) above.

ARTICLE 9

Personal Leave

A teacher may be granted three (3) personal days leave of absence with pay in any one school year, to be used and accounted for in ¼ day increments, under the following provisions.

A. Personal leave will only be used to address business or other activity which cannot be conducted outside of school hours or via telephone or written communication.

B. A maximum of three (3) days of personal leave per year will be granted without requiring the teacher to provide any specific reason, unless the day is sought to be used on the day of dismissal for the Thanksgiving, winter, or spring break or the day school is scheduled to resume after the Thanksgiving, winter, or spring break. In such event, the teacher will be required to provide a specific reason for the use of the personal leave.

C. The following procedure shall be followed when making a request for a day of personal leave (which procedure shall be uniformly administered across the District):

(1) Obtain a copy of the Certified Absence form from the building principal or secretary.
(2) Give the completed form to the building principal at least five (5) days prior to the intended absence except in rare cases of emergency, when notification shall be made as soon as possible.
(3) The building principal will forward to the Business Office.
(4) The Certified Absence form is included in the Forms section of the Master Contract.

D. Personal leave with or without pay will be limited to three (3) days per school year; however, if unusual circumstances exist, the superintendent or his designee may grant additional days of leave without pay. Personal leave shall not be cumulative from year to year.

Under special circumstances, the Superintendent may grant the conversion of two (2) sick days to personal leave for any reason he/she or his/her designee deems appropriate. The Superintendent's decision is final and not subject to the grievance procedure. When asking for the conversion of these sick days, the teacher must be willing to share their reason/reasons, and what the additional days will be used for.

E. Unless specific approval from the central office is provided, not more than 5% of the teaching staff of the District may be absent on a personal leave day which does not require providing a specific reason on any one school day.

F. Falsification or improper use of person leave will be grounds to initiate the procedures included in Article 31.

G. Any teacher who does not use all three personal leave days during the school year shall be allowed to convert 1 or 2 days of personal leave into sick leave. A teacher who has not used any personal days may choose to convert 2 days into sick leave or to receive a $125 incentive. Teachers must notify the business office by May 1 if they choose the conversion to sick leave incentive, otherwise, the cash incentive will be included with the July 31 paycheck.

H. Any teacher who uses one (1) or more personal leave days for observance of religious holidays may take up to two (2) additional personal days for other personal reasons. Such added days will not affect any Leave Incentives.

ARTICLE 10

Assault Leave

A. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when such teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

B. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of forty (40) working days.

C. A teacher shall be granted assault leave according to the following rules:

(1) The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the board premises or at a board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.

(2) Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.

(3) To qualify for assault leave the teacher shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the superintendent. The

superintendent may require a licensed physician's statement justifying the continuation of the leave.

(4) A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the superintendent.

(5) Teachers shall not be permitted to accrue assault leave.

(6) Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.

(7) Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code.

ARTICLE 11

Jury Duty

A teacher summoned to jury duty shall be paid the difference between his/her regular daily compensation and the remuneration received for service as a juror.

ARTICLE 12

Payroll Deduction

A. Any payroll deduction change must be authorized by the teacher. Any changes in payroll deductions other than changes related to federal and state taxes will be made by the treasurer's office on October 1, December 1, February 1, or April 1. Changes in Federal and State tax deductions may be requested anytime.

B. Income tax and retirement shall be deducted from all salaries on a regular basis within the established policy. The following deductions are available at the request of the teacher: professional dues, tax sheltered annuities, credit union, United Way, political contributions, school levy contributions, Avon Lake City School Foundation contributions, flexible spending deductions and medical insurance.

C. **Professional Organizations**

(1) Authorization for Association dues must be submitted in writing to the District Treasurer. Once submitted, such authorization shall be deemed continuing, provided that such authorization may be revoked by submitting a written revocation to the District Treasurer during the period September 1 to September 10.

(2) The authorized deduction of dues shall be levied in equal installments for a total of twelve (12) pay periods commencing no later than November 15th, provided that the above information is presented to the District Treasurer no later than October 31st. Professional dues deductions authorized after October 31st shall be levied in a manner mutually agreed upon by the teacher, the ALEA Treasurer and the District Treasurer.

(3) Deducted membership dues shall be remitted semimonthly to the Treasurer of the Association.

(4) The Board will make information available to the Association which is necessary to the Association's record keeping of the membership's professional dues. Any costs involved in gathering such data will be paid for by the Association.

(5) Participation or nonparticipation in professional organizations is not a condition of employment.

ARTICLE 13

Compensation Procedure

A. The Board will pay members of the bargaining unit in 24 equal pays. Members may elect to receive either a regular paycheck or members may elect to have a direct deposit of their net payroll amount made to the bank which acts as the depository of the Board's payroll funds. All newly hired employees will have direct deposit of their net payroll amount made to the bank which acts as the depository of the Board's payroll funds. A payroll information stub will be provided to those employees selecting the direct pay banking plan. The financial institution shall be provided with the necessary payroll information of participating employees no later than the first pay prior to the time employees would normally receive their paychecks.

Distribution of payroll and direct deposit shall be on the fifteenth and last day of the month (September 15 through August 31). Should the payday occur on a Saturday, Sunday or a bank holiday, teachers who receive paychecks shall be paid on the previous

banking day; direct deposit shall be accomplished on the same day. During a holiday period, and when feasible, paychecks shall be mailed a minimum of two (2) days prior to the day the check is due to be paid.

B. A teacher who is resigning upon completion of the contract, or who is nonrenewed for the next school year, or who is subject to a reduction in force under Article 18, may receive the balance of his/her annual compensation at the close of the school year.

Health Insurance benefits shall be in accordance with Article 25, Section C – General Provisions, Part 6, and the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and subsequent revisions.

C. A teacher may request the balance of his/her annual compensation at the close of the school year. Such requests will be granted when an emergency is shown to exist and the necessary funds are available. Requests must be submitted to the treasurer prior to May 1st.

D. Teachers shall receive notification of accumulated sick leave with every paycheck.

ARTICLE 14

Tax Sheltered Annuities

A. A teacher may authorize a salary deduction for a personal tax shelter annuity. The office of the Treasurer will mail check to the TSA companies two (2) working days before each regularly scheduled payday. Checks will be placed in the mail as early as possible on the day they are due to be mailed. Only those annuity providers who sign the indemnification agreement as prepared by the Board will be entitled to receive tax-sheltered annuity contributions. A list of 403B and 457 providers is available in the District Business Office.

B. Upon receiving a signed contract or signed change in contract from an employee, the treasurer is authorized to make payroll deductions when the following criteria are met:

(1) Salary modification agreements shall be uniform for all companies, shall be in the format prepared by the treasurer, and shall provide for uniform monthly reductions of salaries.

(2) A payroll deduction change must be authorized by the employee. The treasurer's office will make changes in deductions on January 1, March 1, May 1, July 1, September 1, and November 1. A company must present an application of a salary modification agreement to the treasurer's office before any deduction shall be made.

C. No solicitation shall occur during the teacher workday.

ARTICLE 15

Individual Contracts

Each teacher shall be issued a written contract or salary notice, as may be appropriate, in accordance with the Ohio Revised Code. Each continuing or limited contract will indicate the annual salary to be paid on the first year of the contract.

ARTICLE 16

Personnel Files

In accordance with Chapter 1347 of the Ohio Revised Code, each teacher will have the opportunity, upon request, to review the contents of his/her personnel file by scheduling a meeting with the Assistant Superintendent. The teacher may be accompanied by an individual of his/her choice.

A. The State Department of Education requires that certain personnel records be kept up-to-date and on file for reference at all times. These and other personnel records are filed in the personnel file in the office of the Superintendent. These personnel records shall include:

(1) Application for employment
(2) Copy of contracts or copy of salary notices properly signed
(3) Health history card, when applicable
(4) Copy of Ohio Teaching Certificate/License
(5) Personal and professional data records
(6) Transcript of college credits showing the official records of degrees granted – original or certified copies
(7) Record of tuberculosis test or X-Ray
(8) Pre-employment references and recommendations including college credentials

B. Except as provided in Article 43, each teacher shall be informed within five (5) school days, absent any extenuating circumstances, of any complaint which is directed toward him/her which will become a matter of record. This provision does not

apply to complaints of alleged child abuse or criminal conduct which have been reported to governmental authorities for investigation.

C. Letters or material which do not identify the author shall not be placed in a teacher's file nor shall such materials be made a matter of record.

D. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file, except pre-employment references (A8 of this Article).

E. When a principal or other administrator finds it necessary to make a notation in a teacher's file which reflects adversely upon the teacher's conduct, service, character or personality, he/she shall immediately afford the teacher an opportunity to read such notification. The teacher shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed, with the understanding that such signature does not indicate his/her agreement with the contents. The teacher shall also have the right to answer such notation, and his/her answer shall be attached to the file copy. Refusal to sign shall be documented by a third party and shall not prevent inclusion of the document in the file.

F. Teachers shall be guaranteed the right to examine and review their personnel and/or other separate files applicable to them in the presence of the Superintendent or his/her designee. Any notations mutually found to be irrelevant, unfounded or unjustly damaging shall be removed upon request of the affected teacher to the extent permitted and consistent with state law.

G. A teacher may request the Superintendent to remove any critical derogatory and/or disciplinary material (other than child abuse charges) which have not recurred within a five (5) year period. Such request may not be denied without reasons.

ARTICLE 17

Teacher Assignments and Transfers

The assignment or transfer of staff members shall be based primarily on the needs of the students and the instructional program. It is recognized that staff member satisfaction with assignments may be expected to have a significant impact on morale and effectiveness or the total program. Therefore, staff members will be assigned on the basis of a collective analysis of voluntary requests, certification/licensure, specific needs of the position, qualifications and seniority.

A. Each teacher shall be notified of his/her tentative assignment for the succeeding school year on or before the last Friday in May of the preceding year. Each teacher shall subsequently be notified of any change in his/her tentative teaching assignment.

B. For the purpose of this Article the following definitions apply:

(1) Assignment – denoted initial teaching area and/or subject and/or grade level.

(2) Vacancies shall be defined as newly created certificated positions, which did not exist during the previous school year, or a position which comes into existence as a result of expanded curriculum, increased student services, increased enrollment, or redistribution of staff.

(3) An involuntary transfer shall be defined as an administrative initiated reassignment of an employee.

(4) A voluntary transfer shall be defined as a staff member initiated reassignment.

(5) Grade level/department seniority shall be defined as the current, continuous employment in a grade level/department in a specific building within the district.

(6) District Seniority shall be defined as outlined in Article 18, section E, paragraph 2.

(7) Qualifications shall be defined as a bargaining unit member's training and/or specialized experience.

C. Process for Filling Vacancies

(1) Vacancies which occur during the normal school year shall be posted in each building, in the Board office, and a copy of the posting shall be sent to the President of the Association. All vacancy postings will be sent via email to all current bargaining unit members. Teachers are encouraged to apply for vacancies.

(2) During the summer, postings of all vacant teaching, administrative, and/or supplemental positions shall be posted in the Board office and a copy of the posting notice will be sent to members of the bargaining unit in accordance with their annual Teacher Intention Form. A copy of the posting notice and a list of teachers indicating an interest in the posted positions shall be sent to the President of the Association.

(3) The notice shall be posted at least seven (7) calendar days before the Board acts to fill the vacancy. The Superintendent or his/her designee will contact by telephone or email any teacher who has indicated a desire to transfer to a vacant position in that area of certification on the "Statement of Teacher Intention" form completed during the previous school year.

(4) Each posting will specify:
   a. Grade level and/or subject area
   b. Any salary variation, and
   c. Building

(5) Teachers may submit a letter of application for any posted vacancy to the Superintendent within seven (7) calendar days of the posting. The "Statement of Teacher Intention" form is not a written letter of application.

(6) The President of the Association shall, upon request, receive a copy of all "Statement of Teacher Intention" forms.

(7) Subject to the provisions of the RIF procedure, teachers shall have the opportunity to apply for (a) full time certificated positions which will be filled and which are vacated through retirement, resignation, termination or nonrenewal and/or (b) newly created positions.

(8) Building level administrators shall have the right to fill any vacancies within their buildings with current bargaining unit members who are currently assigned to their buildings. These assignments may be made without posting the positions to the general membership, providing the member who is being assigned has agreed to the voluntary transfer. Any vacancies occurring after the building level transfers have occurred will be posted.

(9) All vacancies shall first be posted internally. All current bargaining unit members who submit a letter of application will be verbally screened or interviewed for the vacant position. Vacancies shall be filled on the basis of a collective analysis of voluntary request, certification/licensure, and specific needs of the position, qualifications and seniority. When two (2) or more applicants are substantially equal in qualifications, the applicant with the greatest amount of district seniority shall be given preference.

(10) After conducting said interviews, if the administration feels that no internal candidate meets the specific needs of the position, then the position may be posted externally.

(11) When a vacancy is to be filled, current bargaining unit members of the grade level/department will be given the opportunity to be involved in the selection of the candidate.

(12) Teachers whose positions no longer exist due to program funding and/or student enrollment shall have the option of being reassigned to the position if/when the position is initially reinstated, providing they have maintained continuous employment with the district.

(13) When a vacancy is filled in an area where a teacher has submitted an application, the teacher will be notified in writing by the Superintendent or designee of the recommendation made regarding his/her application with ample time given for mail delivery before the decision is made public knowledge.

D. After compliance with the above provisions, the Superintendent retains the statutory authority to transfer and assign teacher personnel. No teacher shall be involuntarily transferred if a qualified, certified member of the bargaining unit has volunteered for the vacant position. In the event that no bargaining unit member volunteers, the member with the least amount of grade level/department seniority will be involuntarily transferred to a vacant position.

E. The Superintendent may transfer and assign employees in order to provide a reasonable accommodation to disabled bargaining unit members in compliance with the Americans with Disabilities Act.

F. A teacher may request and shall be granted a conference with the Superintendent or designee and building principal to receive an explanation as to why she or he did not receive the position for which she or he applied. An ALEA representative may accompany the teacher at this conference.

ARTICLE 18

Reduction in Force

A. Except in the event of an unanticipated or unexpected loss of revenue creating a deficit in the then current fiscal year, or an unexpected return to duty of a teacher following a leave of absence, Board action to implement a reduction in force shall occur prior to April 30 in the school year preceding the year in which the reduction is to take effect.

B. Any reduction in force shall be implemented within the areas of certification affected by the reduction. The least senior member in that area shall be laid off but retains the right to bump into other areas of certification (if any) based on seniority.

C. At least ten (10) school days in advance of Board action on a reduction in force, the Superintendent or his/her designee will meet with the Association President and the Ohio Education Association Labor Relations Consultant to review the seniority list and the order of anticipated suspensions. This meeting shall occur prior to notification of the teachers involved.

D. As regards teachers on limited contracts, reductions in force shall be implemented based on seniority and are as of certification unless the Board demonstrates reason to resort to other criteria by which to achieve educational goals which could not be met otherwise by strict adherence to seniority and certification areas. These reasons include the retention of particular skills that are needed for the educational program of the district, the need to retain teachers with more than one area of certification, the need to retain teachers who can teach a full class load, and other unusual or unanticipated situations which may warrant taking educational factors other than seniority and area of certification into account to achieve educational goals.

E. In implementing a reduction in force, all certificated teaching personnel in the bargaining unit are covered by the procedures specified below:

(1) All certificated employees shall be placed on a seniority list within their certification area(s). When a reduction in force is implemented the seniority list shall govern matters of retention and recall, subject to the requirement that limited contract teachers are eligible for retention in those areas of certification in which they have taught for at least one full school year in the last ten years in the Avon Lake City School District. Continuing contract teachers are eligible for retention in all areas of certification. Teachers on continuing contracts shall be retained in preference to those on limited contracts.

(2) Seniority as used in this provision shall be determined by the length of continuous service with the Board. If two or more teachers have the same length of continuous service, then seniority will be determined by:

(a) the date of the Board meeting at which the teacher was hired; and

(b) the date on which the teacher officially signed his/her contract; and

(c) by lot.

(3) Length of continuous service will not be interrupted or affected by authorized leaves of absence provided that the time spent on unpaid leave shall be deducted when computing continuous

service. Time spent on layoff up to two years shall not constitute a break in continuous service, but time spent on layoffs shall be deducted when computing the length of an employee's continuous service.

(4) Continuing contract teachers whose contracts are suspended in a reduction in force shall be so notified immediately in writing and placed upon a recall list compiled from the seniority list provided for below. A continuing contract teacher whose name appears on the recall list shall be offered reemployment if and when a position becomes available for which he/she is certified in the order of seniority at the time their contracts were suspended due to a reduction in force. No new teachers shall be employed nor any limited contract teachers recalled to service by the Board while they are continuing contract teachers on the recall list who are certified for any opening in a teaching position.

(5) Limited contract teachers whose contracts are suspended due to a reduction in force shall be so notified in writing and placed upon a recall list compiled from the seniority list provided for below. A limited contract teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which he or she is certified, subject to the exceptions provided for in Paragraph (A) above and subject to the requirement that the individual to be recalled is qualified, i.e., has taught successfully in that area of certification for at least one full school year in the last ten in the Avon Lake City School District. Subject to these exceptions, limited contract teachers on the recall list shall be offered reemployment to positions for which they certified and qualified (as defined above) in the order of seniority at the time they were laid off due to a reduction in force. No new teachers shall be employed by the Board while there are limited contract teachers on the recall list certified for any opening in a teaching position, subject to the exceptions provided for in Paragraph (A) above.

(6) Limited contract teachers recalled to an area of certification in which they have not taught successfully in the Avon Lake City School District for one full year in the past ten will complete, as a condition of recall, a three semester or four quarter hour college course in that area of certification during their first year of recall or will have completed such course within eighteen months of recall.

(7) (a) The Board shall provide notice of recall by registered mail to the last address given by the certificated employee to the Board. It shall be the responsibility of the certificated

employee to keep the Board advised in writing of his/her current mailing address.

(b) A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with the accumulated sick leave and the years of service (for salary schedule placement) which he/she held prior to layoff.

(c) Teachers on layoff will be given preferential consideration as substitute and part-time teachers. However, acceptance or refusal of employment as a substitute or part-time teacher shall not disqualify any teacher from placement or continued placement on the recall list for full-time employment.

(d) When the group insurance policy permits, a teacher on layoff may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.

(8) Teachers who have limited contracts at the time of layoff will remain on the recall list for a period of two (2) full school years from the date of Board action to suspend through August 31 of the second year following. Teachers who held continuing contracts at the time of layoff will remain on the recall list for a period of four (4) full years from the date of Board action to suspend to August 31 of the fourth year following. Subject to the foregoing, teachers shall remain eligible for recall unless:

(a) The time limit for right of recall has expired;

(b) He/she resigns;

(c) He/she fails to accept a position offered under this Article within ten (10) calendar days of receipt or attempt to delivery of the notice of recall; or

(d) He/she fails to respond to a request from the Superintendent or his/her designee for an indication of his/her continued interest in recall for the following year.

(9) This article shall not apply to the issuance, termination and/or renewal or nonrenewal of supplemental duty contracts.

(10) Nothing in this article shall be deemed to apply to teachers non-renewed for performance reasons, nor shall this article be construed to limit, in any way, the Board's authority to make such decisions regarding teacher employment.

(11) The Association President will be provided with complete seniority lists for each area of certification as provided above. The seniority list will show:

(a) Date of first uninterrupted full-time service with the Board;

(b) Length in years of continuing service with the Board;

(c) Date of Board meeting at which teacher was hired;

(d) Date on which teacher officially signed his/her teaching contract

The Association shall have 15 days from date of receipt of the list to challenge and/or question the seniority rankings reflected by the list. The Association and Superintendent or his/her designee will meet to discuss questions or problems. When "tie breaker" data are unavailable, the teachers affected, Association and Superintendent or designee will try to resolve the problem. If agreement cannot be reached, ties will be resolved by a coin flip. Any agreement reached to break ties or resolution through coin flip shall be final and binding on the Board, administration, teacher(s) affected, and the Association and not subject to grievance or other legal challenge.

The Board will notify the Association of any changes in the seniority lists within a reasonable period of time.

ARTICLE 19

Mileage

Mileage reimbursement for authorized automobile use for travel from school to school shall not be less than the mileage rate accepted by the Internal Revenue Service for deduction of automobile expense for business purposes.

ARTICLE 20

Severance Pay/Retirement Incentive

A. A teacher may elect, at the time of acceptance for retirement by the State Teachers Retirement System, to receive severance pay if she/he has at least ten (10) years of full-time service with the Avon Lake Schools and his/her retirement is within ninety (90) days of his/her last day of service with the District. Such qualifying teachers shall receive fifty percent (50%) of his/her accrued but unused sick leave, to a maximum of one hundred eighty (180) days, and not to exceed ninety (90) days of severance pay. This severance will be made in two payments. The first payment to be made with 31 days of the effective date of retirement. The second payment to be made by February 15 of the following year.

B. A teacher may elect, at the time of acceptance for retirement by the State Teachers Retirement System, to receive severance pay if she/he has at least 20 or more years of full-time service with the Avon Lake Schools and his/her retirement is within 90 days of his/her last day of service with the District. In addition to the severance pay benefit described in paragraph A above, the teacher, at the time of retirement, shall be entitled to two (2) additional days of severance pay for each three years of public service over ten years, provided that the teacher retires at the end of the school year in any year of this contract.

C. A teacher who has worked at least ten (10) years with Avon Lake City Schools, but does not qualify for severance in paragraph A due to not having at least ten (10) years of full-time service will receive severance in one of the following ways:

(1) If the qualifying teacher has at least ten (10) years of seniority at Avon Lake City Schools, they shall receive fifty percent (50%) of his/her accrued but unused sick leave to a maximum of one hundred eighty (180) days, and not to exceed ninety (90) days of severance pay.

(2) If the qualifying teacher from paragraph C does not have at least ten (10) years of seniority at Avon Lake Schools they shall receive a prorated severance. This will be calculated by dividing the number of years of seniority by ten (10) and multiplying that number by fifty percent (50%) of his/her accrued but unused sick leave to a maximum of one hundred eighty (180) days and not to exceed ninety (90) days of severance pay.

This severance will be made in two (2) payments. The first payment is to be made within 31 days of the effective date of retirement. The second payment is to be made by February 15 of the following year.

D. Payment under paragraphs A, B or C shall be based on the daily rate of pay at the time of retirement. Payment under this Article shall eliminate all sick leave credit. No teacher shall receive more than one payment for such sick leave accumulation.

E. In the event of the death of a member of the bargaining unit, twenty-five percent (25%) of the member's accrued but unused sick leave, to a maximum of one hundred sixty (160) days, and not to exceed a payment of forty (40) days, shall be paid to the estate of the deceased member.

F. The parameters for the Retirement Incentive Plan offered from July 1, 2009 – June 30, 2011 are contained in Appendix E.

ARTICLE 21

School Calendar

The school calendar shall be prepared by the District Advisory Committee. The proposed calendar shall then be reviewed by the ALEA and the Superintendent/Designee.

Both parties will have a reasonable opportunity (ordinarily fourteen (14) calendar days) to **review** the proposed calendar and make recommendations prior to Board action. Exceptions may be made to the fourteen (14) day review period if unusual circumstances or an emergency necessitates immediate Board action.

ARTICLE 22

Workday and Year

A. **Workday**

(1) The normal workday for all teachers in grades Kindergarten through six (6) shall ordinarily not exceed seven (7) hours and fifty (50) minutes.

(2) The normal workday for all teachers in grades seven (7) through twelve (12) shall not ordinarily exceed eight (8) hours.

(3) Teachers may be required to participate from time to time in activities outside the normal workday. This includes attendance at committee meetings, reasonable participation in curriculum development, open house, a reasonable number of student activities and events, and activities for which the teacher is directly responsible. Building principals annually will meet with the teachers in their buildings to evaluate and develop a plan regarding teacher involvement in activities and events in their building. Insofar as is possible, general staff meetings will be held during the normal workday. If, following reasonable efforts, a teacher is unable to attend one of the programs or commitments listed above, individual arrangements in conjunction with the building principal

may be made in accordance with current practice. Membership or participation in PTA activities shall be on a voluntary basis.

(4) **"Flextime"**

Flextime schedules may be arranged by mutual agreement between the teacher and the building principal. Once such starting and ending times are agreed to, they shall remain in effect for a minimum of one grading period and, ideally, for an entire semester. One day or short-term variances in starting or ending times will be resolved between the teacher and principal in accordance with past practice.

(5) When a teacher recognizes that there will be a specific challenge administering a standardized test, the building administrator shall work with the teacher to find the best way to administer the test.

Limitations:

(a) Adequate supervision of students must not be compromised by any flextime arrangement. Each teacher will continue to be required to remain in his/her classroom or assigned duty until all the pupils for whom he/she is responsible have departed. This includes, for example, days when buses run late due to inclement weather or mechanical breakdown.

(b) Service to students remains first priority. The use of flextime will in no way interfere with students or parents who wish to consult with teachers at times that are reasonably convenient to the parent or student.

(c) Communication between teachers and administrators cannot be affected by implementation of a flextime schedule. Teachers remain required to attend staff meetings in accordance with the provisions of the collective bargaining agreement, Article 22(A)(3).

(d) Flextime can only include the minutes before and after the normal student day, provided that no flextime schedule may be implemented which would authorize teachers to report less than 15 minutes before their first class or assigned duty nor depart less than 15 minutes after students are normally scheduled to leave the building of assignment.

(e) Traveling teachers will be assigned no more than one (1) duty per day.

(f) At the elementary level, every effort will be made to ensure that each teacher receives, in addition to the thirty/twenty-five (30/25) lunch/planning period, a minimum of one thirty (30) minute planning period per day within the student day.

(g) Calculated on a weekly basis, the total minutes for planning and conference time on average shall continue at the elementary and secondary schools.

B. **Work Year**

The school year shall not exceed one hundred eighty-five (185) work days for teachers after their initial year of employment. The school year shall not exceed one hundred and eighty-six (186) work days for teachers in their initial year of employment.

The scheduling and number of parent-teacher conference days shall be discussed annually in the spring by the District Advisory Committee. The DAC will consider parental and staff input and establish parameters for conferences. Each Building Advisory Team will use these parameters to determine by consensus the conference schedules and times. The tentative schedule will be sent to DAC for review. The DAC will notify each BAT that their schedules have been approved or will notify them of needed modifications to the schedule. After the schedule has been approved by DAC, the BAT will share the final conference schedule with staff in their building.

During the January scheduled inservice day, every effort shall be made to provide for three and one-half (3-1/2) hours of departmental and full staff meetings, followed by a period for lunch and the balance of the day to be devoted to teacher preparation of grades and other records.

C. **Flexible Summer Workday**

The school calendar shall include a "Flexible Summer Workday". For the purpose of attaining professional development, this day will be divided into two 3 ½ hour sections. One 3 ½ hour section will be used at the teacher's discretion in August to prepare their classroom. The remaining 3 ½ hour section shall be spent on Professional Development.

(1) The Board shall offer a variety of opportunities throughout the summer to gain professional development. The summer will be defined as the day after the last teacher work day to the day before the first teacher work day of school. Staff development shall be offered in a variety of formats, i.e., district-wide, building, department, grade level, etc. Examples of staff development might include sessions on CPR, technology, curriculum development, interdisciplinary curriculum planning, etc. Participation in

this district sponsored staff development will be verified by a sign-in sheet at the event.

(2) Bargaining unit members will not gain additional compensation for attendance if professional development is used towards their 3 ½ hour requirement.

(3) Bargaining unit members who plan district sponsored staff development will receive credit toward their 3 ½ hours of required staff development for time spent planning. All time implementing the staff development will be compensated based on Article 23 of the supplemental base salary per hour.

(4) Bargaining unit members shall be granted the flexibility to choose any appropriate staff development opportunity. No single staff development opportunity or specific date of an opportunity shall be mandated by any administrator or the Board. The Board will make a good faith effort to post a list of available, district sponsored staff development – offered between the day after the last teacher work day until the day before the first teacher work day – before May 1.

(5) Acceptable individual opportunities for staff development – outside of what is offered by the district – will be granted based on the needs of the bargaining unit member, building team leaders, curricular department chairs, building administrators, and district curriculum leaders.

(6) Individually sought staff development that will count toward the 3 ½ hour requirement will be approved by a building administrator prior to the last teacher work day. The procedure to receive credit for this professional development is outlined on the Alternative Activity Summer Professional Development Worksheet.

(7) If a new opportunity for staff development becomes available after that date, a bargaining unit member must consult and be granted approval for the change prior to the new staff development event by the Superintendent or his/her designee.

(8) Collaboration time spent within grade levels, curricular departments, building teams, etc., can account for professional development time.

(9) Bargaining unit members who complete uncompensated professional development that exceeds the required 3.5 hours and reach an additional 3.5 hours shall receive the additional 3.5 hours off in the second half of the last day of the next school year. Participants in verified extra staff development time shall receive priority check-out in their respective

buildings. The additional staff development time does not replace the half-day flexible summer work time.

(10) All staff development that falls under the Flexible Summer Workday can contribute to the requirements of the IPDP following the procedures outlined under Article 42 but may not be used for progression on the salary scale.

ARTICLE 23

Professional Development Compensation

A. Staff Development Compensation

Each member of the bargaining unit will be compensated for attendance at staff development during non-instructional time. The rate of compensation for each session will be .000565 of the supplemental base salary per hour. Teachers shall receive payment for Staff Development hours attendance as they are completed.

B. Tuition Reimbursement

Each school year a pool of $35,000 shall be available for reimbursement of tuition charges paid by bargaining unit members for successful completion of graduate level classes approved in advance by the ALEA Tuition Committee headed by an ALEA Executive Committee member. To be considered for approval the course work must be on the graduate level from an accredited institution and in the teacher's areas of certification/licensure or in another area that has been approved by the LPDC for licensure. If a bargaining unit member has a permanent certificate, his or her approval must be through the Superintendent for salary advancement. The pool shall be divided among teachers so approved with a limit of reimbursement of up to $100 per semester hour up to 4 semester or 6 quarter hours per year (July 1 through June 30). Requests are to be submitted by August 1; proof of course completion with an earned credit of "B" or above is to be submitted to the ALEA Tuition Committee by September 15. Reimbursement checks will be issued on or about October 15. Unused money from the tuition reimbursement pool will be moved to the General Fund.

ARTICLE 24

Personnel Substitute Pay

If a teacher is required to substitute during his/her planning or preparation period for a colleague absent for legitimate reasons covered by sick leave, personal leave, field trip or other assignment made by an administrator, he/she shall be paid a prorated amount based on .000565 per hour of the supplemental base salary for time actually worked. An effort will be made to rotate such assignments among teachers desiring such substitution.

If possible, at the elementary level, the building principal shall adjust schedules to make up missed planning or preparation time. If this is not possible, payment will be made in accordance with this article.

The Board will make a good faith effort to minimize the number of times a teacher is assigned to substitute for an absent colleague by employing substitute personnel to perform such service, with the understanding that such an arrangement will diminish, but not eliminate, required personnel substitute assignments.

ARTICLE 25

Insurance

A. **Life Insurance**

(1) The Board shall provide a term life insurance policy (to include double indemnity for accidental death and a dismemberment clause) to regular part-time and full-time teachers equal to the $1,000 figure next above their yearly salary.

(2) A teacher may elect to purchase at his or her cost additional supplementary coverage in a $10,000 or $20,000 amount. These premiums will be deducted through the payroll deduction plan.

B. **Hospitalization, Major Medical, Dental and Vision Insurance**

The Board shall make available hospitalization, major medical, dental and vision insurance, which meets or exceeds the specifications set forth below for eligible employees and their dependents:

(1) General listing of benefits:

- $2 million lifetime major medical
- Outpatient drug/alcohol/mental/nervous services, subject to deductibles
- Currently negotiated single and family deductibles
- Currently negotiated co-insurance percentages for in/out-of-network services up to the first $5,000 Single/$10,000 Family of covered Network expenses and up to the first $10,000 Single/$20,000 Family of covered Non-Network expenses.
- Currently negotiated prescription drug plan, including mail-order maintenance prescriptions, with graduated co-pays for generic, formulary brand and non-formulary drugs.

Please refer to the current employees' copy of the Avon Lake City Schools Health Benefits Plan Description for the complete summary and description of benefits, restrictions, deductibles, exclusions, patient responsibilities, etc.

(2) The Health Care Committee (HCC), composed of five (5) representatives appointed by the President of the Association, three (3) representatives appointed by the President of OAPSE, and three (3), representatives of the Board shall be charged with considering health insurance matters. The HCC operates with 2 chairpersons, one representing the ALEA and one representing the Board. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the committee. All decisions of the HCC shall be achieved by consensus, i.e., all represented parties on the HCC shall agree with the decision. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC's processes. The HCC's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options.

(3) During the life of the Agreement, the HCC may choose to consider other options within various managed care programs, in which members of the ALEA may elect to participate.

(4) The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (July 1 – June 30). Each year the HCC shall consider changes in program design, premium sharing and other steps that will aid in cost containment.

In the event that the HCC is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding benefit year.

If the HCC recommends changes, such as program design, premium sharing, "opt out incentives", or other modifications, any and all such changes shall be implemented following approval by the full membership of the ALEA, OAPSE and the Board.

(5) All newly hired employees desiring medical insurance will be enrolled in the SuperMed plan.

For the 2009-2010, 2010-2011, 2011-2012 fiscal years, employees enrolling the SuperMed plan will pay 9% of the medical premiums for SuperMed coverage. Employees enrolled in the Traditional plan (single and family) will pay the premium difference between the Board's cost of the SuperMed plan and the Traditional plan.

SuperMed Plan	Traditional Plan
2009-2010 9%	9% + Difference
2010-2011 9%	9% + Difference
2011-2012 9%	9% + Difference

Illustration: These numbers are NOT actual premiums, only illustrations. Examples per month:

Premium of SuperMed	$ 800
Employee's Share	25
Board's Share	$ 775

Premium Traditional plan	$850
Board's SuperMed Cost	775
Employee cost for Traditional plan	$ 75

(6) Insurance premiums paid by payroll deductions may be tax-sheltered upon the completion of the appropriate pre-tax forms, available in the Treasurer's office. These forms must be completed each calendar year.

(7) Increases in the employee's share of the premium shall begin in August of each year.

(8) Employees who discontinue medical coverage after a minimum one-year enrollment with ALCS will be eligible for a monthly opt out incentive. Mid-year changes in medical insurance status will be pro-rated. This incentive will be paid quarterly and included in the regular paychecks on the 15th of October, January, April, and July.

a.	FY 10	$150 per month
b.	FY 11	$150 per month
c.	FY 12	$150 per month

(9) A Flexible Spending Account (FSA), also known as Section 125, will be available to ALL employees. The Flexible Spending Account information packets will be available in the Treasurer's office.

(10) The Board will provide and pay for an Employee Assistance Program (EAP) for ALL employees, whether or not they have elected medical coverage with ALCS.

(11) The Board will pay annually any employee who completes the Health Risk Assessment $75.00. This will be put into their Flex Spending Account on January 1 of the year following completion of the Health Risk Assessment. The timelines for completing the Health Risk Assessment will be communicated to the staff through e-mail and posted on the Health Insurance Bulletin Boards in each building. This $75.00 payment will be paid 50% by the Self-Insurance Fund and 50% by the General Fund.

C. **General Provisions**

(1) Benefits for part-time teachers are described in Article 38.

(2) Hospitalization, dental, vision and life insurance benefits will be terminated on the first of the month following the resignation of a teacher who does not complete the contract year.

(3) It is the responsibility of the teacher to inform the Treasurer's office of any change in employment, marital status or dependents, which affects his/her fringe benefits.

(4) The Board retains the right to change insurance carriers and coverage as long as:

a. any such change is discussed with the Association prior to the modification or termination of existing insurance programs; and

b. any new insurance program or plan shall be comparable to the existing coverage or insurance plan in terms of benefits, coverage and entitlements.

(5) Arrangements for covering dependents (mother, father, or relative other than wife/husband and children) must be made directly between the insurance provider and the teacher. Premiums for this type of coverage are not deductible through the payroll plan.

(6) Eligibility requirements set forth herein are subject to rules and regulations established by the insurance carriers.

(7) The Board shall contribute to only one family health insurance plan and one family dental and vision plan for a family where a

husband and wife are both employed by the Board. However, a husband and wife will have the option to take separate single health, dental and vision insurance plans.

ARTICLE 26

Supplemental Assignments

A. All supplemental contracts are one year contracts. During that year, any performance issues related to the position will be discussed with the person in the position. This discussion must occur before the end of the year.

B. Salary

(1) The salary schedule for supplemental assignments precedes the Appendix section of the Master Contract.
(2) Past experience will be considered when determining a person's placement on the supplemental salary schedule.
(3) Pay dates for supplemental contracts are included as Appendix A of the Master Contract.

C. Posting and Awarding of Supplemental Positions

(1) Annually, the Board shall post each supplemental position currently filled by a person who is not a member of the ALEA bargaining unit.
(2) A position currently held by a member of the bargaining unit will not be posted if the member indicates their intention to continue in the position when contacted by the board or its designee, and if the member has performed the duties of the position satisfactorily.
(3) All new or reinstated supplemental positions shall be posted.
(4) Supplemental positions shall be posted annually in March for a period of seven (7) calendar days when school is in session with the exception of supplemental positions for spring athletics which shall be posted for seven (7) calendar days after completion of the season and evaluation of the coaching staff.
(5) All members of the bargaining unit who apply for a supplemental position will be contacted and will be verbally screened or interviewed.
(6) A supplemental position that becomes open because the person who was awarded or was to be awarded the position resigns must be reposted.
(7) In filling supplemental positions, the Board retains its rights under Ohio law and this contract. The Board reserves the right to leave supplemental positions unfilled.

D. A Supplemental Committee, composed of three ALEA members appointed by the ALEA President, and three administrators appointed by the Superintendent, shall convene during the second semester of each school year for the following purposes:

(1) Upon request, review competitiveness of Avon Lake supplemental salaries with the supplemental salaries in comparable districts in order to provide data for the setting of supplemental salaries.
(2) Review proposals for new supplemental assignments and compensation for these assignments. The Supplemental Committee shall consider recommendations for new positions from administrators or teachers and will make a recommendation to the ALEA President and the Superintendent regarding same.
(3) Reevaluate supplementals when job descriptions are changed.
(4) Reconsider proposals that were rejected in previous years.

I. Addition of New Supplemental Positions

(1) The Board and Association shall consider the recommendation of the Supplemental Committee and shall bargain regarding the salary to be paid to any new supplemental position. If agreement is not reached, the Board proposed salary shall be implemented until negotiations for a successor contract reopen. If in negotiations a different salary is agreed to, the change shall be implemented retroactive to the first day of service under the new supplemental contract.
(2) The Board may add new supplemental positions/personnel so long as the cumulative salaries of these new positions/personnel do not exceed 50% of the base salary in effect at the beginning of that school year.
(3) After the cap is reached, the Association must agree to the creation of any new positions.

ARTICLE 27

Placement and Progression on Salary Schedule

A. Teachers shall be placed in the appropriate academic training column as follows:

Level I Tutor hourly rate

Level II Teachers who possess a Bachelors Degree

Level III Teachers who possess a Bachelors Degree plus 10 semester hours of graduate work

Level III-A Teachers who possess a Bachelors Degree plus 20 semester hours of graduate work

Level IV Teachers who possess a Masters Degree

Level V Teachers who possess a Masters Degree plus 10 semester hours of graduate credit received subsequent to the granting of the Masters Degree

Level V-A Teachers who possess a Masters Degree plus 20 semester hours of graduate credit received subsequent to the granting of the Masters Degree

Level VI Teachers who possess a Masters Degree plus 30 semester hours of graduate credit received subsequent to the granting of the Masters Degree

Level VII Teachers who possess a Masters Degree plus 45 semester hours of graduate credit received subsequent to the granting of the Masters Degree

B. Teachers shall receive credit for years of service on the salary schedule as follows:

(1) All years of teaching service in this District, with each year consisting of one hundred twenty (120) days under a teacher's contract.

(2) All years of service in an Ohio public school and/or chartered, nonpublic school located in Ohio consisting of one hundred twenty (120) days under a teacher's contract. This credit must be given for the first five (5) years of such service, with an option for extending credit for up to an additional five (5) years of such service.

(3) All years of military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.)

(4) All years of teaching service as a certified teacher in a chartered school or institution or a chartered special education program operated by the State of Ohio or other local governmental unit in Ohio with each year consisting of at least one hundred twenty (120) days. This credit must be given for the first five (5) years of such service, with an option for extending credit for up to an additional five (5) years of such service.

(5) Years of service shall be the sum of all years of service in subparagraphs 1, 2, 3 and 4 above, except that a new teacher shall receive credit for a total of five (5) years and may receive credit for

an additional five (5) years. By October 1 of each year, the administration will provide the Association President with the actual previous experience and the Avon Lake credited salary schedule placement of all new hires.

(6) Teachers on leaves of absence shall be granted credit as follows:

a. Teachers on approved leaves of absence returning to the system are placed on the step of the salary schedule for which they qualify by reason of training and experience, including experience prior to original employment with the district and that which has been acquired in the district.

b. Teachers do not accrue days of service for advancement on the schedule while on leave; however, any additional training obtained during a leave of absence would be applied for salary credit upon the return of the teacher.

C. Credit for placement on a training column shall only be given for graduate courses in the teacher's area of certification which the teacher has taken from an institution accredited by the Ohio Board of Regents. The Superintendent may approve other undergraduate or graduate work; however, the teacher must obtain the Superintendent's approval prior to taking the training. Each teacher who has completed training which would qualify him/her for a higher training column placement shall file with the Superintendent before September 15, for training column placement effective with the start of the school year, and before February 15, for placement effective with the start of the second semester of the school year, an official transcript from the institution attended certifying successful completion of the additional training.

D. The provisions of this section shall be effective on and after January 1, 1985 and shall not be applied retroactively to afford teachers presently employed additional longevity increments or credit for training with respect to any service or training completed before such effective date. Likewise, no present teacher's salary schedule placement shall be reduced by the implementation of this Section.

ARTICLE 28

Salary

A. Base salary is set as follows:

2009-2010	2.50%	$35,879
2010-2011	Reopen for wages only by June 30, 2010 * & **	
2011-2012		

* Base for 2010-2011 will begin at $36,058

** Refer to Article 47, Section B

This same base salary will be used as the base salary for supplemental contracts.

B. When teachers volunteer to use their planning period to teach additional classes, teachers at the secondary level shall be paid 1/9 of the individual teacher's per diem salary for each period per week of instruction over the course of a school year.

At the elementary level, teachers shall be paid at the rate of 2/27 of the individual teacher's per diem salary for each additional 30 minute period of instruction per day and at the rate of 4/27 of the individual teacher's per diem salary for each additional 60 minute period of instruction per day.

ARTICLE 29

Equal Opportunity Clause

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

ARTICLE 30

Employer "Sheltering" of Retirement Contributions

The ALEA and the Board agree that the Board shall implement the "sheltering" of the certificated teacher/employee's required contributions to the State Teachers Retirement System (STRS) and with the Board of Education having agreed to do so, the treasurer is hereby authorized to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution to STRS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such certificated employee in cash.

The treasurer is also directed to prepare and distribute an addendum to each certificated employee's contract which states (1) that the employee's contract salary is being restated as consisting of (A) a cash salary component and (B) a "sheltering" component, which is equal to the amount of the employee contribution being "sheltered" by the Board on behalf of the employee; (2) that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee; and (3) that sick leave, severance, vacation, supplemental and extended service pay shall be calculated upon both the cash salary component and "sheltering" component of the employee's restated salary.

The Board's total combined expenditures for employees' total contract salaries payable pursuant hereto (including "sheltering" amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this resolution not been in effect.

The Board shall compute and remit its employee contributions to STRS based upon total contract salary, including the "sheltering." The Board shall report, for federal and Ohio income tax purposes as an employee's gross income, said employee's total contract salary less the amount of the "sheltering." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the "sheltering." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The Board shall as of September 1, 2009 through August 31, 2010 pay ½ percent of the employees share of STRS. This shall be considered pick-up and the Board shall pay pick-up on the pick-up.

ARTICLE 31

Professional Improvement

The contract of a teacher in the Avon Lake Schools may not be terminated except for gross immorality; for willful and persistent violations of reasonable regulations of the Board of Education; for other good and just cause; or for unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth in place of those specified in R.C. §3319.16. Nonrenewals of limited contracts shall continue to be governed by the provisions of R.C. §3319.11.

I. "Unsatisfactory teaching performance" is a performance pattern evidencing the failure of a teacher to remedy a deficiency or deficiencies identified in the evaluation process set forth in Section III below where such deficiency or deficiencies demonstrate that the teacher is ineffective in the performance of assigned teaching duties, exclusive of supplemental contract duties.

II. A. Before acting to terminate any teacher's contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in Section III below. The procedures set forth in Section III below will be followed only in instances where a termination for unsatisfactory teaching performance is contemplated.

B. Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:

(1) The specific deficiency or deficiencies identified in the process set forth in Section III below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and

(2) The process prescribed and recommended pursuant to Section III to correct such deficiency or deficiencies.

III. When the administration has identified concerns with the teacher's performance such that a termination for unsatisfactory teaching performance is contemplated, the teacher will be so advised in writing. This written notice will summarize the deficiencies noted in the previous evaluations and will include specific and detailed suggestions and recommendations regarding means to improve performance and offer specific assistance to obtain such improvement. The teacher may request that a copy of this notice be provided to the Association president. After the notice is given to the teacher, the following procedure will be used:

A. Method of Appraisal and/or Evaluation:

(1) The program of professional staff evaluation will be accomplished using the Professional Evaluation Procedure (P.E.P.). Except as indicated below, that program will not be modified for the life of this Agreement, except by mutual agreement of the Board and the Association.

(2) P.E.P. consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. To be employed in a termination for unsatisfactory teaching performance, such appraisals and/or observations must be written and shared with the teacher. (See paragraph B.)

(3) Classroom observations, appraisals and/or evaluations will be conducted only by the teacher's principal or by an administrator. Only administrative personnel such as the principal, assistant principal, superintendent or assistant superintendent may complete evaluations or observations.

(4) In the event of a substantive disagreement between the teacher and the evaluator which arises pursuant to this evaluation program, such disagreement shall be submitted to the Superintendent or his designee. Upon the request of the teacher, a different administrator shall be included in the evaluation program.

B. Frequency of Observations:

(1) Before the Board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three times in three different months within the past twelve calendar months.

(2) No more than four observations during a semester will be conducted. However, the individual teacher and the evaluator mutually may agree upon additional observations.

C. Report of Observations:

(1) A copy of the written report(s) of the observations will be given to and discussed with the teacher in a conference conducted within five (5) school days following the observation(s).

(2) During the conference, any observation(s) which is reflected in the written report(s) will be discussed with the teacher. If the teacher is not satisfied with the written report and conference, then the teacher may request another conference and subsequent written report of the conference with the observer and another local teacher or administrator of the teacher's choice. If the teacher requests an additional conference and is to be accompanied by another person to that conference, then the observer is entitled to have another administrator in attendance.

(3) A teacher, by signing copies of the written report, acknowledges only that the teacher has read and received a copy of the report.

(4) The teacher shall be given the opportunity to submit a written response to the report, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the report and will be attached to the original report. An additional five (5) school days for submission of the response is available provided the teacher notifies the observer that the teacher intends to submit such a response.

(5) A copy of the written appraisals and/or evaluations, along with any teacher response, will be filed with the Superintendent's office ten (10) school days after the teacher's receipt of the evaluation report.

(6) The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for each

individual. The teacher will be permitted to place documents, responses, and other pertinent written material in the teacher's personnel file.

D. Teacher Rights and Obligations to Demonstrate Improvement:

(l) Within 10 school days following the delivery of the notice described in paragraph III above, it shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, a colleague of his/her choice may be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.

(2) Following development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the teacher in the implementation of the plan. The teacher is responsible for implementation of the provisions of the written plan which are designed to improve her/his performance and is responsible for maintaining his/her teaching performance at acceptable levels.

(3) The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than 60 school days, to correct the specified deficiencies. If the specified deficiencies are satisfactorily corrected, then the teacher will be so notified in writing and will be "removed" from Article 31. If within twelve months of that notification, the same deficiencies are identified, a second written plan shall be developed to overcome those deficiencies. If the specified deficiencies are satisfactorily corrected, then the teacher will be so notified in writing and will be removed from Article 31. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure. (No written plans prior to 1/1/90 will become part of this procedure.)

(4) If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal of demonstrated improvement, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.

(5) Following such recommendation, the Superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the teacher, and a representative of the

teacher's choice, which may include another local teacher or the UniServ Consultant. The Superintendent shall be advised in advance of the meeting of the teacher's intent to involve the UniServ Consultant, and if such consultant will be in attendance, the Board retains the right to involve a representative of its choice.

(6) Any grievance filed pertaining to this Article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedure may not be employed to challenge a termination decision taken in accordance with the procedures set forth in Revised Code Sections 3319.16 and 3319.161. However, any termination decision there reached may be appealed to the courts as provided by law.

ARTICLE 32

Sovereign Immunity/Liability Insurance

House Bill 176, referred to herein as the "Sovereign Immunity Law", requires the Board of Education of the Avon Lake City School District to provide for the defense of and to indemnify and hold harmless employees who are sued for acts arising within the scope of their employment with the Board. In light of this statutory obligation, the Board and the Avon Lake Education Association, hereinafter the "Association", hereby agree as follows:

(1) The Board shall fulfill its obligations to members of the bargaining unit represented by the Association under the Sovereign Immunity Law as enacted November 20, 1985 and as may be hereinafter amended. The obligations of the Board to its employees established by the Sovereign Immunity Law will be strictly governed and limited by the provisions of that law, including any amendments and any possible repeal.

(2) Revised Code Section 2744.08(A)(1) provides that the limits, circumstances, terms and conditions of any insurance which may be obtained to satisfy the requirements of Section 2744.07(A) is committed to the discretion of the public employer. Likewise, the Sovereign Immunity Law provides that the time periods of any insurance coverage are within the discretion of the public employer. The Association is advised by the Board that for the period February, 1987 through January 31, 1988, in accordance with this statutory authorization, the Board will purchase

liability insurance in the annual amount of $1 million per occurrence and $5 million in the aggregate.

(3) The Association shall be provided with a copy of the insurance policy described immediately above and any successor policy.

(4) Upon the request of an Association member, and with the mutual and written agreement of the Board, its liability insurance carrier (if the Board has a liability insurance carrier), the Association, the Ohio Education Association/National Education Association, and the OEA's liability insurance carrier, with such written agreement to be satisfactory to the Board and its counsel, the OEANEA liability insurance shall become primary coverage for bargaining unit members and shall provide attorneys for representation of said members in lawsuits covered under the provisions of the Sovereign Immunity Law. Such coverage and such representation by the OEANEA liability insurance, if effective, shall be at no cost to the Board.

(5) Bargaining unit members shall be provided 72 hours to fill out the Board's prescribed forms relating to accidents. The bargaining unit member may seek advice from the UniServ consultant or an attorney during this period.

ARTICLE 33

District Advisory Committee

In order to promote and maintain communications between the Board and the Association, a District Advisory Committee (DAC) will function in accordance with the bylaws contained in Appendix B.

ARTICLE 34

Effective Educational Program

A. It is recognized by the Association and the Board of Education that pupil/ teacher ratio is an important aspect of an effective educational program.

B. When, in the opinion of the teacher, the size (number of students) in a particular class impairs the educational process and/or jeopardizes the safety of students in that particular class, the teacher shall:

(1) Arrange a meeting with the building principal to discuss the identified problem and explore alternate resolutions, including the provision of an educational aide or the involvement of adult/student volunteers.

(2) The teacher may meet with the Superintendent or Assistant Superintendent to explore other options if the meeting with the principal fails to resolve the problem.

ARTICLE 35

Curriculum Revisions
Textbook Adoptions
Special Projects

When necessary, as determined by the administration after consultation with the committee, teachers will be given release time during the regular school day for committee meetings associated with course of study revisions, textbook adoptions, North Central committee work, etc.

ARTICLE 36

TEAM Program

Teachers: Enhancing, Assisting and Modeling

The negotiated mentor and mentee procedure and related forms are included in the teacher TEAM, Teachers: Enhancing, Assisting and Modeling handbook and deemed incorporated by reference into this Master Contract. A set of program guidelines is found in Appendix D of the Master Contract.

ARTICLE 37

Job Sharing

A. Teachers who wish to participate must locate their job sharing partner within certified staff. No teacher will be required to job share. Teachers must be compatible as well as qualified and certified for the position.

B. Each plan will be judged and approved individually on its merit by the building principal and superintendent or designee.

C. A written job sharing plan should be submitted by May 1 prior to the beginning semester or at the discretion of the superintendent. The plan must include the following elements:

(1) The area of teaching assignment including grade level (courses to be shared) and building.

(2) A full description of the teaching techniques and methods and grading practices employed by each teacher with a full explanation of the steps the participants will employ to insure compatibility or

such techniques and practices and how relevant information will be shared.

D. The teachers jointly with the principal will develop a written plan for sharing obligations (meetings, parent/teacher conferences, grading progress reports, plans of returning to full-time employment). Preparation time should be divided equitably. Opportunities for professional growth will be equally available to participants.

E. Salary and fringe benefits shall be available on a prorated basis as noted in Article 38. Employees who work 120 days or more during the school year in a job sharing assignment will be recognized for seniority and progression on the salary schedule consistent with Article 38 of the contract.

F. When a job sharing participant is absent, her/his job sharing partner shall be asked (but not required) to substitute prior to any other substitute being contacted.

G. Job sharing teachers will waive their right to full-time employment until a full-time position becomes available for which they hold a valid certificate. If teachers on the recall list are similarly certified, then district wide seniority shall determine the option of recall.

H. A RIFed teacher is eligible to write a job share plan with another teacher but is not guaranteed this assignment through seniority.

J. All teachers involved in a job sharing plan shall have all rights and protections under the Master Contract per this job sharing article.

ARTICLE 38

Regular Part-time Teachers

A. **Definitions**

(1) **Regular full-time teacher** - a person who works more than 30 hours per week for 36 weeks or more per year.

(2) **Regular part-time teacher** - a person who works at least 15 hours per week and not more than 30 hours per week for 36 weeks or more per year, excluding tutors.

(3) **Temporary teacher** - a person employed for less than 15 hours per week or a person employed in one of the following categories: summer work, non long-term substitute work, home instruction, etc.

Temporary teachers are not covered by this Master Contract.

B. **Insurance Benefits for Regular Part-time Teachers**

(1) **Life Insurance**

The Board shall provide a term life insurance policy (to include double indemnity for accidental death and a total permanent disability clause) to regular full-time and regular part-time teachers equal to the $1,000 figure next above his/her yearly salary.

(2) **Hospitalization, Major Medical, Dental and Vision Insurance**

Insurance coverage shall be the same as for regular full-time teachers but the employee shall pay 50% of the appropriate premium, provided, however, that any current bargaining unit member (employed as a teacher as of 2/12/90) who involuntarily is placed in a teaching position working less than 15 hours per week for 36 or more weeks per year may continue her or his participation in these insurance programs by paying 50% of the appropriate premium. A regular part-time teacher working less than 15 hours per week may obtain hospitalization, dental, or life insurance benefits by assuming the total cost of the program selected.

C. **Seniority for Regular Part-time Teachers**

Any regular part-time teacher employed after March 1, 1990 shall receive one-half (1/2) year of seniority for every year worked as a regular part-time teacher. Part-time teachers employed prior to the adoption date shall continue to receive a full year of seniority for every year worked. Regular part-time teachers will be subject to RIF and recall in accordance with their seniority status.

D. **Advancement on Salary Schedule for Regular Part-time Teachers**

Regular part-time teachers shall advance on the salary schedule according to STRS guidelines for calculating years of service.

E. **Sick Leave**

Regular part-time teachers and tutors shall be eligible to use sick leave in the same way as a full-time teacher. Should a regular part-time teacher become a full-time teacher, sick leave shall be converted and credited to the teacher at a rate of 2 days to 1.

F. **Planning/Conference Time**

Regular part-time teachers shall have paid planning time equivalent to half that normally assigned to a full-time teacher. Tutors shall also have planning time each day.

G. **Meetings and Inservice Opportunities**

Regular part-time teachers shall work out a schedule with their building principal so that they can take part in staff meetings and inservice meetings equivalent to half those required of a full-time teacher.

Any Bargaining Unit Member initially employed under this Article is not guaranteed a full-time assignment in the District when a vacancy occurs. The member, however, will be given serious consideration for full-time assignments for which the member is qualified.

Any Bargaining Unit Member who voluntarily changes from a full-time to a part-time position must wait until a vacancy occurs to return to a full-time position. If teachers who are job-sharing or on the recall list are similarly certified, then district wide seniority shall determine the order of return to a full-time position.

H. Leaves of Absences may be granted to regular part-time teachers.

Article 39

Special Education Program

A. Attempts will be made to schedule IEPs/Accommodation Plans for severely challenged students early to provide as much notice as possible to the Regular Education Teacher(s) scheduled to provide instructional services the following year.

B. The Building Principal/Special Education Supervisor will offer ideas to the Regular Education Teacher(s) on programming as soon as possible and preferably prior to the start of the year and will check back with the teacher during the year.

C. The Special Education Teacher is responsible for notifying Regular Education Teachers/Special Area Teachers of the presence of a disabled youngster in her/his class and to offer recommended accommodations/program ideas.

D. Every effort will be made, if necessary to provide for common planning time, to adjust the work schedule of the attendant to provide weekly (or more frequent if required) common planning time with the Regular Education Teacher.

E. In developing student class assignments, building administrators will endeavor to make an equitable allocation of students with special needs among different available classes. The building administrator will take such special needs, and the

resulting demands placed on teacher time, into account when making student assignments and so establishing class sizes.

The Regular Education Teacher's class size/class load shall be considered for possible adjustment/reduction when a severely disabled student is to be included in the Teacher's class.

F. The Special Education Supervisor/Principal shall consult with the Regular Education Teacher regarding equipment and materials needed to function in a regular education class.

G. Normally teachers will not be expected to provide medical services to students without receiving specialized training and normally shall not be expected to provide personal hygiene services to severely disabled students.

H. All regular education teachers shall be notified of meetings to review the special education plans (IEPs and 504s) of their students. Every effort shall be made by the building administrator to provide release time for the regular education teacher to participate in the meeting.

ARTICLE 40

Committees

The following guidelines shall apply to District-wide committees established by the Central Office administration.

(1) Upon establishment of a committee, the committee shall receive a charge with respect to its goal or objective. All changes in committee goals or parameters shall be submitted in writing to all members of the committee, the Association President, the Superintendent and Board President. Changes, as well as the initial goal, will include a projected completion date for the project.

(2) Each committee will have co-chairs, one appointed by the Superintendent and one appointed by the Association President.

(3) In advance, co-chairs of meetings will be responsible for preparation for a written agenda, to be distributed to all committee members, the Superintendent, Association President, and Board President in advance of the meeting.

(4) Each meeting will be followed by the preparation of written minutes, to be prepared jointly by the committee co-chairs. Minutes will be sent to all committee members, the

Superintendent, Association President and Board President. Each committee member is responsible for promptly reviewing the minutes and commenting upon those minutes with respect to necessary changes.

(5) Upon completion of the committee's work, should the committee's recommendation be rejected, the administration or where appropriate the Board President will meet with the committee to explain the rationale for rejection of its recommendation.

(6) As appropriate, following completion of its task, the committee will meet on a quarterly basis to monitor implementation of its recommendation and make any appropriate recommendations for modifications in the program.

ARTICLE 41

Safe and Healthy Schools

A. **Smoking**

Every building and all school grounds in the District and every event held in any building in the District will be smoke/tobacco free at all times, regardless of whether or not school is in session or students are in attendance. The Board will contribute 50% of the cost, up to a maximum of $200 for member attendance at smoking cessation programs. The Board and Association will cooperate in attempting to arrange for provision of such programs within the District. Enforcement will be nondiscriminatory as to all groups in the school community.

B. **BCI&I/FBI Checks**

Consistent with Ohio Revised Code §109.57 and HB 190, all prospective or new employees will submit to criminal background checks (BCI&I/FBI) conducted by the Bureau of Criminal Identification and Investigation. All new employees who commence work for the Board of Education shall be considered on a probationary status commencing only upon Board receipt of a satisfactory background investigation from BCI&I. All current employees must submit fingerprints for both BCI&I and FBI whenever they renew their license *of longest duration*; or if they have a permanent certificate, they must submit fingerprints every five (5) years.

C. **Drug-Free School**

No employee shall unlawfully possess, be under the influence, or use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. "Under the influence" means that the employee has agreed to perform duties on behalf of the District and has alcohol or drugs in his/her system and is affected by such alcohol or drug in a detectable manner resulting in impaired performance of job duties and responsibilities.

"Premises" include vehicles owned by, or being driven on behalf of the Avon Lake Schools, as well as parking lots, playgrounds or other property owned or controlled by the Avon Lake Schools.

Employees who must hold CDL's to perform their job duties will be subject to pre-employment, return to duty and random drug and alcohol testing, in accordance with the Omnibus Transportation Employer Testing Act and applicable regulations.

In addition, the Board reserves the right to require any on duty employee to undergo medical testing for alcohol/drug use if it has reasonable suspicion to believe, based on specific contemporaneous and articulable observation of a qualified supervisor, that the employee is under the influence of alcohol/drugs while on duty or has used such substances on Board property, or if the employee is involved in a work-related accident resulting in physical injury or injury to property. Supervisors and an ALEA representative from each building will receive formal training. The ALEA will be notified if any bargaining unit member is charged with being "under the influence" and may accompany the employee to testing if requested by the employee.

The types of test that may be used include breathalyzer and urinalysis. No medical test will be administered without the written consent and release of the employee. A refusal to submit a written consent to medical testing under the conditions outlined in the Article or a confirmed positive test result may result in disciplinary action, in accordance with the terms of O.R.C. 3319.16. The employee may also be required to participate in a rehabilitation program monitored by the Board. Employees may seek referral to the Employee Assistance Program and may use sick or personal time to attend such programs.

All laboratories selected to conduct the analysis, including the Board's primary contractor, and any lab used for confirming tests, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. A test is considered "positive" only after two testing procedures are completed. Positive results will be reviewed by a physician (medical review officer), who will offer to discuss results with the employee prior to issuing the finding to the Employer.

Employees taken to testing will be paid at their regular rate for all travel time and all hours required at the testing site.

Violations of the Agreement will result in severe disciplinary action, up to and including immediate termination in accordance with O.R.C. 3319.16, unless the employee uses the rehabilitation option described in this agreement. Any action against any employee for drug abuse offenses or alcohol offenses must be in accordance with the terms of the underlying Master Agreement and applicable law, in particular Ohio Revised Code Section 3319.16.

Where this Agreement has been violated, the employee may elect to seek rehabilitation through an approved treatment program, provided the employee is otherwise eligible for continuing employment. A re-entry agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of alcohol or any mind-altering substance, must be signed by any employee electing this rehabilitation option. Rehabilitation in lieu of discipline is available only one (1) time during any employee's tenure of employment. Rehabilitation, whether undertaken voluntarily or in lieu of discipline, shall be entirely at the employee's expenses, and without pay, except as such rehabilitation may be covered by applicable group health insurance plan terms, sick leave policies, or other leave of absence policies.

D. **Child Abuse Prevention**

In accordance with Ohio Revised Code 3319.073, all bargaining unit members who work with students in grades K-6 will complete four (4) hours of inservice training in the prevention of child abuse. In agreement with the ORCV, each member must complete this training within two (2) years of initial employment with the district and every five (5) years thereafter.

ARTICLE 42

LPDC (Local Professional Development Committee)

A. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. This is in accordance with O.R.C. 3319.22

B. **Committee Composition and Selection**

(1) There shall be two committees, one representing K-6 and the other representing 7-12.

(2) Each committee shall be comprised of four (4) ALEA members and two (2) administrators.

(3) The ALEA members will be selected by the ALEA President and the administrators by the Superintendent. Appointments shall be made on or before April 1 for a term beginning with the subsequent school year.

a. Newly appointed members will begin to attend LPDC meetings following their April 1 appointment in order to begin their training.

b. An effort will be made to coordinate the appointment of members to the committee so that all buildings in the district will be represented.

(4) Appointees will serve 2 or 3-year terms. The term will commence in August and terminate in June.

(5) In the event of a vacancy, the committee member shall be replaced in accordance with established procedures (par. D.) within one month of the vacancy.

C. The LPDC shall elect officers for the positions of co-chairs and recording secretary through a majority vote of the committee members. Members must agree to hold this position for one school year. This election shall be held at the first regularly scheduled meeting of the LPDC after the April 1 selection date.

D. **Training, Policies and Procedures**

(1) A copy of the policies and procedures of the LPDC and the Ohio State Department of Education guidelines will be distributed to each certificated/licensed employee.

(2) ALEA members and administrators will be provided the necessary inservice/workshop needed to complete their IPDP (Individual Professional Development Plan).

(3) Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's/certification/licensure.

(4) If, during the course of carrying out committee responsibilities there is a requirement to have inservice or training, the Board of Education will reimburse all members of the LPDC. Costs include all registration fees, materials, travel, meals, accommodations and mileage.

(5) Each committee member shall have completed training prior to the beginning of his/her term. Course work/training does not need to be repeated for subsequent terms.

(6) In the event of a vacancy during the school year, the LPDC shall decide on an appropriate training plan for the replacement committee member. If the member has previously met the course work/training requirement, the plan will be waived.

E. **Meetings and Compensation**

(1) Meetings shall be held as needed with dates to be chosen by LPDC.

(2) The committee may also be convened by the request of two (2) committee members to deal with emergency situations.

(3) If release time is not feasible, members shall be paid the hourly rate of .000678 of the base teachers salary.

F. **Decisions and Appeals**

(1) A decision shall be considered approved by a majority vote of at least three members of the LPDC.

(2) If any individual Professional Development Plan (IPDP), course, continuing education units or individual activities are not approved by the LPDC, the individual shall have the right to appeal as follows:

a. Any individual may resubmit a proposal to the LPDC in writing or in person.

b. If a teacher/administrator is not satisfied with the first step of the appeal process, she/he may request a meeting with the Superintendent and the ALEA President. If a consensus solution can be reached, it shall be considered a binding decision.

ARTICLE 43

Parental Concerns/Complaints

A. If an administrator receives a concern/complaint about a teacher from a parent, the administrator shall request that the parent discuss the matter with the child's teacher and give the teacher an opportunity to correct any possible error or misunderstanding that has occurred. The administrator shall inform the teacher (and the building administrator(s), if applicable) within one school day that the parent called. If a meeting is scheduled between a teacher and parent, either the teacher or the parent may request the principal/administrator be present. If such discussion has already occurred and the parent remains dissatisfied, then the matter should proceed to Paragraph B below.

B. Should the parent's concern/complaint not be resolved to the parent's satisfaction, the parent may bring the concern/complaint to the principal/administrator. Should an office conference be held, the principal shall request, and may require, the teacher to be present. If the teacher is to be present for the meeting and unless the teacher

requests otherwise, the meeting shall not take place until one school day after the principal has received the concern/complaint from the parent and so notified the teacher. The principal shall advise the teacher that she/he is not required to meet with the parent within the one school day period. Before the principal meets with the parent, with or without the teacher present, the principal shall have discussed the concern/complaint with the teacher. If the teacher is not present for the office conference, the principal shall report the outcome of the meeting to the teacher within one school day of the meeting.

C. If the parent's concern/complaint is still not resolved, the parent may bring the concern/complaint to the Superintendent of Schools, who will discuss the complaint with all parties concerned in an attempt to reach a resolution.

D. The teacher shall not be required to meet with the parent or accusing parties who threaten legal action or appear for a meeting with the teacher with legal or advocacy representation unless one school day has passed following the principal's receipt of the concern/complaint and notification to the teacher. The teacher shall have the right to Association representation and shall be afforded the opportunity to secure Association representation.

E. At any meeting(s) after the session described in Paragraph A is completed where the parent/guardian or student making the concern/complaint is present, the teacher shall be entitled to be accompanied by an ALEA member, Labor Relations Consultant, or legal counsel of her/his choice. In the event the parent objects, on grounds of confidentiality, to the presence of the teacher's representative, the teacher will have an opportunity to confer in advance with the Association representative.

F. For all the meetings set in accordance with Paragraph A, written generic ground rules shall be developed by the ALEA President or designee and the Superintendent or designee. These guidelines will be shared with all participants at the beginning of the meeting.

G. If after the above procedures are followed the statement of concern/complaint is deemed inaccurate, untimely, irrelevant, or incomplete, then any document(s) relating to the statement of concern/complaint will not be maintained as a portion of the teacher's file(s).

H. If after the above procedure is followed and the statement of concern/complaint is placed in the teacher's personnel file(s), the teacher shall be given a copy of the concern/complaint and given the opportunity to discuss it with the appropriate administrator(s). The copy of the concern/complaint placed in the teacher's professional file(s) shall be initialed by the teacher to show that the concern/complaint has been read. Further, if the teacher wishes, she/he may file her/his own statement with reference to the concern/complaint at issue and have it attached thereto.

I. Refusal by a teacher to initial the concern/complaint does not prevent the filing of that concern/complaint in the teacher's personnel file(s); however, the

administrator(s) must indicate on the concern/complaint that the teacher has seen the concern/complaint, has received a copy of the concern/complaint and has refused to initial the concern/complaint.

J. No anonymous concern/complaint shall be maintained in any teacher's file(s).

K. The filing or registering of a concern/complaint will not affect the treatment of the complainant's child or children by the affected teacher or any other member of the faculty.

ARTICLE 44

Professional Evaluation Procedure - P.E.P.

A. The negotiated teacher procedure and related forms are included in the teacher Professional Evaluation Procedure - P.E.P. and deemed incorporated by reference into this Master Contract.

B. The administration will not require teachers to submit their lesson plans on a regular basis. However, the administration may request to review lesson plans occasionally as needed. Lesson plans will be made available for use in data analysis and curriculum revision in the district.

ARTICLE 45
Tutors and Long-Term Substitute Teachers

A. Tutors shall be employed under annual contracts for the number of days specified in each tutor's contract.

(1) Tutors shall be compensated according to Section I of the Teachers Salary Schedule

(2) Tutors shall be on a separate seniority list from teachers.

(a) Tutor seniority shall be determined by the length of continuous service by the individual tutor in the bargaining unit. If two or more tutors have the same length of continuous service, then seniority will be determined by:

(i) The date of the Board meeting at which the tutor was initially hired

(ii) The date on which the tutor signed his or her initial annual contract with the District

(iii) By lot

(b) Following the annual expiration of the tutor contract, tutors shall be eligible for rehire only to like positions. Tutors will fill out a Statement of Intent Form. The Board will make every effort to notify tutors by April 30 of the current school year of the potential for reemployment for the following school year. Tutors will be rehired to fill vacant positions according to seniority.

(3) Hospitalization, Major Medical, Dental and Vision Insurance

Any tutor who is employed as a 6-hour tutor shall have the opportunity to obtain insurance coverage available to regular full-time teachers at the rate of 50% of the appropriate premium.

(4) The following articles only shall apply to tutors:

Article 1	Recognition
Article 2	Negotiation Procedures
Article 3	Grievance Procedure
Article 4	Association Rights
Article 5	Board of Education Rights
Article 6	Sick Leave (with the exception of paragraph E, H and I)
Article 7	Leaves of absence, paragraph E (1) (a) and (b) only
Article 8	Adoption Leave
Article 10	Assault Leave
Article 11	Jury Duty
Article 12	Payroll Deduction
Article 13	Compensation Procedures (with the exception of paragraphs B and C)
Article 14	Tax Sheltered Annuities
Article 16	Personnel Files
Article 19	Mileage
Article 21	School Calendar
Article 26	Supplemental Contracts
Article 29	Equal Opportunity Clause
Article 30	Employer "Sheltering" of Retirement Contributions
Article 32	Sovereign Immunity/Liability Insurance
Article 33	District Advisory Committee
Article 38	Regular Part Time Teacher, paragraphs A, B, E, and F only
Article 41	Safe and Healthy Schools
Article 43	Parental Concerns/Complaints
Article 45	Tutors and Long-Term Substitute Teachers
Article 46	Collaborative Issue Resolution
Article 47	Effects of the Master Contract

B. A long-term substitute teacher is defined as a substitute who is replacing a regular teacher on leave in one specific position for more than sixty consecutive workdays.

(1) Salary placement for the long-term substitute teacher is accomplished according to the following guidelines:

(a) If the long-term substitute teacher is not a retiree of the Avon Lake City School District, the long-term substitute will be compensated at the rate paid by the board for casual substitute teachers for the first ten days served in the position. From days 11 through 60, the long-term substitute teacher will earn an additional five dollars per day. Beginning with the sixty-first day of service in a specific position, the long-term substitute teacher will be paid at the per diem rate of a first year teacher at step zero at the level specified in Article 27 A. If the long-term substitute teacher is required to use a sick day during the initial 60 school days of employment, the sick day is not included in the sixty days necessary to advance in salary placement; advancement will occur as soon as the teacher has completed 60 days of service, whether or not these days are consecutive.

(b) If the teacher that the long-term substitute replaces extends his/her leave beyond the original one year, the long-term substitute teacher's service will be considered continuous and the 60 day service requirement will be understood to have been fulfilled in the first year of service.

(c) If a tutor accepts a long-term substitute teacher position, he or she will be compensated during the initial 60 days of service in the position as described above in paragraph B section (1) (a) or at the tutor per diem rate, whichever is larger. This compensation is a per diem compensation, not an hourly compensation. The workday will follow the long-term substitute schedule and not the tutor schedule.

(d) If the long-term substitute teacher is a retiree of the district, he or she will be compensated at the per diem rate at step five and the level of education obtained at retirement starting the first day of employment in the position.

(2) The long-term substitute teacher is entitled to all of the rights of the bargaining unit member whom he or she is replacing except for the following:

(a) The long-term substitute is not eligible for any seniority or layoff/recall rights (Article 18), accrued sick leave (Article 6 E), Severance Pay/Retirement incentive (Article 20)

(b) The employment of a long-term substitute teacher is deemed automatically concluded at the end of his or her term of service without the need for compliance with the evaluation and non-renewal provisions of Articles 31 and 44.

(c) The long-term substitute teacher is not entitled to the provisions of Article 6 E.

(3) The following articles of the Master Contract are not considered to be in effect until the sixty-first day in the position: Personal Leave (Article 9) and Insurance (Article 25).

ARTICLE 46
Collaborative Issue Resolution

Any issue that is not covered under current contract language will be brought to the attention of the Superintendent/designee and the ALEA President/designee to be resolved collaboratively.

ARTICLE 47

Effects of the Master Contract

A. The term of this Master Contract shall be July 1, 2009 through and including June 30, 2012.

B. The Master Contract will be re-opened for salary only in the spring of 2010.

C. This Master Contract represents the full understanding between the parties and replaces all previous agreements between the Board and the Association. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties.

Subject to the provisions of paragraph (E) of this Article, neither the Board nor the Association shall be obligated to negotiate with respect to any subject or matter until negotiations for a new Master Contract are commenced in accordance with Article 2.

D. Within a reasonable period of time, the Board shall distribute a copy of this Master Contract to each teacher. The Board shall distribute a copy of this Master

Contract to each new teacher upon employment. The cost of printing this Master Contract shall be shared by the Board and the Association.

E. If any provision of this Master Contract is deemed invalid by a court of competent jurisdiction, the parties will meet during the term of this agreement to negotiate regarding changes in the invalidated provision, within 30 days, upon demand of either party.

If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

F. With the exceptions as delineated in Ohio Revised Code §4117.10(A), the provisions of this Master Contract shall supersede, control and govern the relationship of the parties in place of the provisions of Ohio law.

IN WITNESS WHEREOF, the parties have caused this Master Contract to be executed on the day and year first above mentioned.

AVON LAKE CITY SCHOOL DISTRICT
BOARD OF EDUCATION

President, Avon Lake Board of Education

Superintendent, Avon Lake City Schools

Treasurer, Avon Lake Board of Education

AVON LAKE EDUCATION ASSOCIATION

President, Avon Lake Education Association

Vice President, Avon Lake Education Association

Treasurer, Avon Lake Education Association

Dated June 9, 2009

Memorandum of Understanding

On Wednesday March 25, 2009, the Interest Based Bargaining Team met and agreed to the following:

- For the 2009-2010 school year, the PEP evaluation will remain as outlined in the Master Contract Article 44.

- During the 2009-2010 school year the District Advisory Council will be given the charge to investigate and develop a new system of evaluation that will change the process into a Professional Growth Plan (PGP). This PGP will include a mentoring program for Entry level teachers as well as offer mentoring to veteran teachers.

- The DAC will report back to ALEA Executive Board and Administration by 11/15/09 & 2/1/10.

- Final report/recommendation is due back to ALEA Executive Board and Administration, by DAC, no later than 3/15/10.

ALEA has until 5/1/10 to ratify the new system of evaluation, with Board Approval to follow. In the event that the PGP is not developed or ratified the evaluation system will remain as outlined in Article 44.

Superintendent of Schools

Robert Scott

ALEA President

Leslie Koelsch

Memorandum of Understanding

On Tuesday, April 7, 2009, the Negotiation Teams of ALEA and the ALBOE met and agreed to the following:

The ALEA Executive Committee and the ALBOE agree that the current Master Contract – in regards to supplemental contracts – does not properly reflect the desire of ALEA and the board to create a fair and consistent compensation model, a standard procedure to assess the supplementals and their respective contract holders, and a consistent process to add supplemental contracts based on the needs of students, bargaining unit members, and the district. Therefore, the Negotiation Teams charge the Avon Lake City Schools Supplemental Committee to create and present the following to the ALEA Executive Committee and the ALBOE:

(1) Create an index based compensation system inclusive of all supplemental contracts.

(2) Create an evaluation form in order to create accountability and to assess the success of a supplemental and its contract-holder.

(3) Revise the process for adding new supplementals.

(4) Shall NOT revise the mentorship descriptions.

(5) $50,000 will be available to cover the cost of the index based compensation system for supplemental contracts developed by the Avon Lake Supplemental Committee for the 2010-2011 and 2011-2012 school years. This $50,000 will also cover the cost of new supplemental positions approved for the same time period.

The Supplemental Committee will report back to no fewer than two (2) representatives of each Negotiating Team – including the ALEA President and the Superintendent or his/her designee – by November 15, 2009 and February 1, 2010. The Supplemental Committee will give its final recommendation to the entire Negotiating Team by March 15, 2010.

In the event that the final recommendation is not ratified by ALEA or the ALBOE, the supplemental contract language will remain unchanged in the Master Contract.

Superintendent of Schools

Robert Scott

ALEA President

Leslie Koelsch

Memorandum of Understanding

The ALEA and Board of Education Negotiating Teams charge the Avon Lake High School BAT Committee to re-evaluate and reorganize the creating, administration and assessment of practice standardized tests. The teams ask that the following terms be applied to the solution:

1) Time will be scheduled during the school day to grade the tests. Grading will not be made mandatory outside of the school day.

2) Multiple choice questions will be organized to utilize technology to grade.

3) Department Chairs or his/her designee will work with the Guidance Department to develop and select the test.

Superintendent of Schools

Robert Scott

ALEA President

Leslie Koelsch

Memorandum of Understanding

On Tuesday, April 7, 2009, the Negotiation Teams of ALEA and the ALBOE met and agreed to the following:

The changes made to Article 22 of the Master Contract relating to the Flexible Summer Workday will go into effect immediately upon ratification of the Master Contract by ALEA and the ALBOE.

Superintendent of Schools

Robert Scott

ALEA President

Leslie Koelsch

MEMORANDUM OF UNDERSTANDING

On Wednesday, March 25, 2009, the Interest Based Bargaining Team met and agreed to the following:

A "Master Teacher Committee", hereinafter COMMITTEE, shall be established under the following language:

1) A Master Teacher Committee shall be created in 2009 for the purpose of establishing procedures whereby BOARD employees may become and/or maintain the designation of "Master Teacher" according to standards set forth by the state of Ohio.

2) Important functions of the COMMITTEE shall include, but not be limited to, constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing "Master Teacher" program information to employees, communicating the compilation of candidates' scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS coordinator.

3) The COMMITTEE shall consist of a total of seven (7) BOARD employees as follows: three (3) elementary teachers, two (2) secondary teachers, one (1) administrator (elementary), and one (1) administrator (secondary). Said COMMITTEE teachers shall be chosen by the current ASSOCIATION President with approval by its Executive Committee. The COMMITTEE administrators shall be chosen by the district's Superintendent of Schools. Teacher member vacancies shall be filled by appointment of the ASSOCIATION's President with approval by its Executive Committee. A vacancy of an administrator member of the COMMITTEE shall be filled by appointment of the district's Superintendent of Schools.

4) Notwithstanding point number three in this Memorandum of Understanding, in 2009 the ASSOCIATION President shall invite any National Board Certified bargaining unit member to serve on the COMMITTEE. Furthermore, in 2009 the ASSOCIATION President and Executive Committee shall assign staggered terms of one (1) year, two (2) years and three (3) years to the appointed teacher members of the COMMITTEE so that an equal number of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the COMMITTEE shall thereafter be appointed for a term of three (3) years. The term for the administrators serving on the COMMITTEE shall be determined by the district's Superintendent of Schools, but in no case shall it exceed three (3) years. Furthermore, it shall be the goal of the COMMITTEE that in subsequent years teacher member appointments shall consist of "Master Teachers" who have achieved "Master Teacher" status through the COMMITTEE.

5) The COMMITTEE shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include, but not be limited to, attending all meetings and facilitating them, maintaining a written record of meeting attendees,

receiving all candidate applications, preparing candidate applications for blind readings by COMMITTEE members, taking notes during meetings, or assigning note taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates, and remaining impartial by not scoring applicant documents.

6) Two (2) teacher members of the COMMITTEE shall read and score each application, and the COMMITTEE shall assign such members by attempting to closely match the candidate to these COMMITTEE members by either grade level and/or subject. If the two (2) assigned COMMITTEE members disagree regarding the recommendation of an applicant, then the COMMITTEE shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members.

7) An applicant may submit to the COMMITTEE chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of "Master Teacher" to the applicant. Upon receiving such appeal the COMMITTEE chairperson shall set an appeal meeting for the applicant to meet with members of the COMMITTEE. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting the COMMITTEE shall render a final decision to the applicant. No decision by the committee shall be subject to the contractual grievance procedure under the Master Contract between the BOARD and the ASSOCIATION.

8) There shall be at least four (4) required meetings of the COMMITTEE during each school year.

Superintendent of Schools

Robert Scott

ALEA President

Leslie Koelsch

ALEA/ALBOE Consensus Statement
4/2/09

In the course of Interest Based Bargaining between the Avon Lake Education Association and the Avon Lake Board of Education, the following issue was discussed.

Classroom Temperature:

How can we best manage the temperature in each classroom to optimize the learning environment for students?

It was agreed that:

- The Board of Education will hire a third party, an independent company, to evaluate the HVAC systems in each building and address the issue of heating, cooling, and the velocity of blowing air from each building system. The report and recommendations will be reviewed by both members of ALEA and the Board of Education to discuss what action can further take place.
- A formal procedure will be implemented to document classroom temperature issues. Documentation will include individual room issues, assessment, corrective action, and follow-up communication. Documentation might state that there is too much heat, it is too cold, or too much air is blowing on the students.
- An assessment of each room in question will be taken by an administrator, an ALEA representative, and someone to fix the environmental problem. When a temperature change is needed, immediate corrective action will include an adjustment of the temperature in the room or zone, done in increments until the environment is conducive to learning. Formal documentation will also include follow-up communication with the teacher at a later date.
- A report on the documented problems will be presented to the Board of Education two times over the school year, October and February, as an on-going evaluation of the schools' environmental systems.
- The temperature will be set the same on "teacher workdays" as it would ordinarily be set on "student days".

The above statements are hereby agreed upon by the ALEA and the ALBOE.

Superintendent

4/2/09
Date

ALEA President

4/2/09
Date

Avon Lake Public Schools
Teacher's Salary Schedule Index

Base Salary ===> [redacted] Effective date ===> [redacted]

Years	Tutors (Hrly Rate) I	B. A. II	B.A. + 10 III	B.A. + 20 III - A	M. A. IV	M.A. + 10 V	M. A. + 20 V - A	M. A. +30 VI	M. A. + 45 VII
0	0.0005418	1.000	1.040	1.080	1.130	1.155	1.180	1.205	1.230
1	0.0005568	1.045	1.088	1.132	1.188	1.213	1.238	1.263	1.288
2	0.0005718	1.090	1.136	1.184	1.246	1.271	1.296	1.321	1.346
3	0.0005868	1.135	1.184	1.236	1.304	1.329	1.354	1.379	1.404
4	0.0006018	1.180	1.232	1.288	1.362	1.387	1.412	1.437	1.462
5	0.0006168	1.225	1.280	1.340	1.420	1.445	1.470	1.495	1.520
6	0.0006318	1.270	1.328	1.392	1.478	1.503	1.528	1.553	1.578
7	0.0006468	1.315	1.376	1.444	1.537	1.562	1.587	1.612	1.637
8	0.0006618	1.360	1.424	1.496	1.596	1.621	1.646	1.671	1.696
9	0.0006768	1.405	1.472	1.548	1.655	1.680	1.705	1.730	1.755
10	0.0006918	1.450	1.520	1.600	1.714	1.739	1.764	1.789	1.814
11	0.0007068	1.495	1.568	1.652	1.773	1.798	1.823	1.848	1.873
12	0.0007218	1.540	1.616	1.704	1.832	1.857	1.882	1.907	1.932
13	0.0007368	1.585	1.664	1.756	1.891	1.916	1.941	1.966	1.991
14	0.0007518	1.630	1.712	1.808	1.950	1.975	2.000	2.025	2.050
15	0.0007668	1.670	1.752	1.848	1.990	2.015	2.040	2.065	2.090
19	0.0007818	1.710	1.792	1.888	2.030	2.055	2.080	2.105	2.130
23	0.0007968	1.750	1.832	1.928	2.070	2.095	2.120	2.145	2.170
27	0.0008118	1.790	1.872	1.968	2.110	2.135	2.160	2.185	2.210

Avon Lake Public Schools
Teacher's Salary Schedule

Base Salary ===> [redacted] **Effective date ===>** [redacted]

Years	Tutors (Hrly Rate) I	B. A. II	B.A. + 10 III	B.A. + 20 III - A	M. A. IV	M.A. + 10 V	M. A. + 20 V - A	M. A. +30 VI	M. A. + 45 VII
0	$19.44	$35,879	$37,314	$38,749	$40,543	$41,440	$42,337	$43,234	$44,131
1	$19.98	$37,494	$39,036	$40,615	$42,624	$43,521	$44,418	$45,315	$46,212
2	$20.52	$39,108	$40,759	$42,481	$44,705	$45,602	$46,499	$47,396	$48,293
3	$21.05	$40,723	$42,481	$44,346	$46,786	$47,683	$48,580	$49,477	$50,374
4	$21.59	$42,337	$44,203	$46,212	$48,867	$49,764	$50,661	$51,558	$52,455
5	$22.13	$43,952	$45,925	$48,078	$50,948	$51,845	$52,742	$53,639	$54,536
6	$22.67	$45,566	$47,647	$49,944	$53,029	$53,926	$54,823	$55,720	$56,617
7	$23.21	$47,181	$49,370	$51,809	$55,146	$56,043	$56,940	$57,837	$58,734
8	$23.74	$48,795	$51,092	$53,675	$57,263	$58,160	$59,057	$59,954	$60,851
9	$24.28	$50,410	$52,814	$55,541	$59,380	$60,277	$61,174	$62,071	$62,968
10	$24.82	$52,025	$54,536	$57,406	$61,497	$62,394	$63,291	$64,188	$65,085
11	$25.36	$53,639	$56,258	$59,272	$63,613	$64,510	$65,407	$66,304	$67,201
12	$25.90	$55,254	$57,980	$61,138	$65,730	$66,627	$67,524	$68,421	$69,318
13	$26.44	$56,868	$59,703	$63,004	$67,847	$68,744	$69,641	$70,538	$71,435
14	$26.97	$58,483	$61,425	$64,869	$69,964	$70,861	$71,758	$72,655	$73,552
15	$27.51	$59,918	$62,860	$66,304	$71,399	$72,296	$73,193	$74,090	$74,987
19	$28.05	$61,353	$64,295	$67,740	$72,834	$73,731	$74,628	$75,525	$76,422
23	$28.59	$62,788	$65,730	$69,175	$74,270	$75,167	$76,063	$76,960	$77,857
27	$29.13	$64,223	$67,165	$70,610	$75,705	$76,602	$77,499	$78,396	$79,293

Avon Lake Public Schools
Supplemental Salary Schedule

Base Salary ===> $35,879 Effective date ===> 8/1/2009

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
ATHLETICS								
ATH. SUPERVISOR								
HS	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
MS Athletic Supr.								
Fall	$1,092	$1,145	$1,202	$1,261	$1,323	$1,388	$1,456	$1,527
Winter	$1,219	$1,279	$1,341	$1,407	$1,476	$1,549	$1,625	$1,705
Spring	$476	$499	$524	$550	$577	$605	$635	$666
BASEBALL								
Head	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
Asst.	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
Frosh	$2,127	$2,232	$2,340	$2,455	$2,575	$2,702	$2,834	$2,972
BASKETBALL								
Head	$5,518	$5,787	$6,071	$6,369	$6,681	$7,007	$7,352	$7,710
Asst.	$3,863	$4,051	$4,250	$4,458	$4,676	$4,905	$5,146	$5,397
Frosh	$3,035	$3,183	$3,339	$3,503	$3,674	$3,854	$4,043	$4,241
MS	$2,483	$2,604	$2,732	$2,866	$3,006	$3,153	$3,308	$3,470
CHEERLEADING								
Head (Fall)	$2,576	$2,702	$2,834	$2,974	$3,121	$3,276	$3,437	$3,606
Asst.(Fall)	$1,803	$1,891	$1,984	$2,082	$2,185	$2,293	$2,406	$2,524
MS (Fall)	$1,159	$1,216	$1,275	$1,338	$1,405	$1,474	$1,547	$1,623
Head (Winter)	$2,576	$2,702	$2,834	$2,974	$3,121	$3,276	$3,437	$3,606
Asst. (Winter)	$1,803	$1,891	$1,984	$2,082	$2,185	$2,293	$2,406	$2,524
MS (Winter)	$1,159	$1,216	$1,275	$1,338	$1,405	$1,474	$1,547	$1,623
CONDITIONING								
Coordinator (HS)	$6,446	$6,763	$7,096	$7,445	$7,811	$8,196	$8,599	$9,022
CROSS COUNTRY								
HS	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
MS	$1,218	$1,278	$1,340	$1,406	$1,475	$1,547	$1,623	$1,702
FOOTBALL								
Head	$6,150	$6,451	$6,767	$7,097	$7,445	$7,811	$8,195	$8,597
Asst.	$4,305	$4,516	$4,737	$4,968	$5,211	$5,468	$5,736	$6,018
Frosh	$3,690	$3,871	$4,060	$4,258	$4,467	$4,687	$4,917	$5,158
Asst. Frosh	$3,382	$3,548	$3,722	$3,903	$4,095	$4,296	$4,507	$4,728
MS (Head)	$3,075	$3,226	$3,383	$3,548	$3,722	$3,905	$4,097	$4,298
MS (Asst.)	$2,767	$2,903	$3,045	$3,194	$3,350	$3,515	$3,688	$3,868

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Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
GOLF								
Head (HS)	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
J.V. (HS)	$1,895	$1,988	$2,085	$2,187	$2,294	$2,407	$2,525	$2,648
HOCKEY								
Head (HS)	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
Asst. (HS)	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
SOCCER								
Head	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
Asst.	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
SOFTBALL								
Head	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
Asst.	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
Frosh	$2,127	$2,232	$2,340	$2,455	$2,575	$2,702	$2,834	$2,972
MS	$1,740	$1,826	$1,915	$2,009	$2,107	$2,210	$2,319	$2,432
SWIMMING								
Head (HS)	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
Asst. (HS)	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
Head (MS)	$1,740	$1,826	$1,915	$2,009	$2,107	$2,210	$2,319	$2,432
TENNIS								
Head	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
Asst.	$1,895	$1,988	$2,085	$2,187	$2,294	$2,407	$2,525	$2,648
TRACK								
Head	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
Asst.	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
MS (Head)	$1,934	$2,029	$2,128	$2,232	$2,341	$2,456	$2,576	$2,702
MS (Asst.)	$1,740	$1,826	$1,915	$2,009	$2,107	$2,210	$2,319	$2,432
VOLLEYBALL								
Head	$3,868	$4,058	$4,255	$4,463	$4,682	$4,912	$5,152	$5,403
Asst.	$2,707	$2,841	$2,979	$3,124	$3,278	$3,438	$3,607	$3,782
Frosh	$2,127	$2,232	$2,340	$2,455	$2,575	$2,702	$2,834	$2,972
MS	$1,740	$1,826	$1,915	$2,009	$2,107	$2,210	$2,319	$2,432

Avon Lake Public Schools
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Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
WRESTLING								
Head	$4,740	$4,973	$5,217	$5,472	$5,741	$6,020	$6,315	$6,623
Asst.	$3,318	$3,481	$3,652	$3,830	$4,018	$4,214	$4,420	$4,636
Frosh	$2,607	$2,735	$2,869	$3,009	$3,157	$3,311	$3,473	$3,643
MS (Head)	$2,370	$2,486	$2,608	$2,736	$2,870	$3,010	$3,157	$3,312
MS (Asst.)	$2,133	$2,238	$2,348	$2,462	$2,583	$2,709	$2,842	$2,980
CLUBS								
ACAD. CHALLENGE	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
A.F.S Club Advisor	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
DRAMA (HS)	$2,669	$2,799	$2,935	$3,078	$3,229	$3,387	$3,552	$3,728
DRAMA (MS)	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
Environmental club	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
FBLA	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
Key Club	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
Kids In Community Service (K-8)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
Math Counts	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
Math/Science	$646	$678	$710	$746	$782	$822	$861	$904
Model UN	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
Model UN (Asst)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
NHS	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
PEP	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
POWER OF THE PEN	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
Healthy Kids (K-6)	$646	$678	$711	$746	$782	$821	$861	$904
S.A.D.D.	$646	$678	$710	$746	$782	$822	$861	$904
SKI (HS)	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
SKI (MS)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
STUD. COUNCIL (HS)	$2,576	$2,702	$2,834	$2,974	$3,121	$3,276	$3,437	$3,606
STUD. COUNCIL (MS)	$1,905	$1,999	$2,097	$2,200	$2,308	$2,421	$2,540	$2,665
STUD. COUNCIL (ES)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
VARSITY CLUB	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
VICA (OWE CLUB)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302

Avon Lake Public Schools
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Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
Co-Curricular								
MENTOR TEACHER	$1,905	$1,999	$2,097	$2,200	$2,308	$2,421	$2,540	$2,665
CURR. COORDINATOR	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
DEPT. CHAIR (HS)	$1,399	$1,467	$1,539	$1,615	$1,693	$1,776	$1,862	$1,952
DIST. CALENDAR	$2,669	$2,799	$2,935	$3,078	$3,229	$3,387	$3,552	$3,728
Ed. Options Prog. Coor.	$3,387	$3,553	$3,727	$3,910	$4,101	$4,302	$4,513	$4,734
GRADE CHAIR (ES)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
8TH GRADE TRIP*	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318
8TH GR TRIP & FUNDING*	$2,669	$2,799	$2,935	$3,078	$3,229	$3,387	$3,552	$3,728
* Only one eighth grade trip coordinator's supplemental will be awarded each year.								
ADVISOR GRADE 9	$646	$678	$710	$746	$782	$822	$861	$904
ADVISOR GRADE 10	$646	$678	$710	$746	$782	$822	$861	$904
ADVISOR GRADE 11	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
ADVISOR GRADE 12	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
NEWSPAPER (HS)	$4,496	$4,715	$4,944	$5,188	$5,443	$5,708	$5,988	$6,282
OUTDOOR ED. SUPV.	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318
PUBLICATIONS (MS)	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
SAFETY PTRL (ES)	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318
TEAM LEADER (MS)	$1,399	$1,467	$1,539	$1,615	$1,693	$1,776	$1,862	$1,952
BLDG. TECH. COORD.	$1,817	$1,906	$1,999	$2,097	$2,200	$2,308	$2,421	$2,540
TV PRODUCTIONS	$2,576	$2,702	$2,834	$2,974	$3,121	$3,276	$3,437	$3,606
YEARBOOK (HS)	$6,150	$6,451	$6,767	$7,097	$7,445	$7,811	$8,195	$8,597
INTRAMURALS								
FALL (HS)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
FALL (MS)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
FALL (Troy)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
WINTER (HS)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
WINTER (MS)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
WINTER (Troy)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
SPRING (HS)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
SPRING (MS)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302
SPRING (Troy)	$933	$979	$1,026	$1,076	$1,130	$1,184	$1,241	$1,302

Avon Lake Public Schools
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Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
MUSIC								
BAND								
Marching Band	$6,150	$6,451	$6,767	$7,097	$7,445	$7,811	$8,195	$8,597
March. Band Asst.	$2,669	$2,799	$2,935	$3,078	$3,229	$3,387	$3,552	$3,728
Instrumental (MS)	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318
Instrumental (Troy)	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318
Concert Band (HS)	$4,496	$4,715	$4,944	$5,188	$5,443	$5,708	$5,988	$6,282
Pep Band	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
MAJORETTES								
HS	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318
VOCAL								
ElemChoir(2 schools)	$1,218	$1,278	$1,340	$1,406	$1,475	$1,547	$1,622	$1,702
Merples	$1,256	$1,317	$1,381	$1,450	$1,521	$1,597	$1,676	$1,758
Vocal (HS)	$4,496	$4,715	$4,944	$5,188	$5,443	$5,708	$5,988	$6,282
Vocal (MS)	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318
Vocal (Troy)	$1,658	$1,740	$1,826	$1,916	$2,009	$2,106	$2,210	$2,318

Extended Service

Counselor (HS)	15 days at per diem rate
Counselor (MS)	8 days at per diem rate
OWE/OWA Coord.	10 days at per diem rate (Oren/Coughlin grandfathered in at 15 days/year)
Dean of Students	10 days at per diem rate

APPENDIX A

AVON LAKE CITY SCHOOLS
Supplemental Salary Schedule
PAYMENT CALENDAR

Position	Payment	Payment Date
CLUBS		
HS AFS*	P	EVERY PAYDATE
HS Core Team*	P	EVERY PAYDATE
HS FBLA	P	EVERY PAYDATE
Freshman Class	P	EVERY PAYDATE
Sophomore Class	P	EVERY PAYDATE
Junior Class	P	EVERY PAYDATE
Senior Class	P	EVERY PAYDATE
HS Math/Science	P	EVERY PAYDATE
HS Model UN	P	EVERY PAYDATE
HS Asst. Model UN	P	EVERY PAYDATE
HS NHS	P	EVERY PAYDATE
MS Olympics/Mind	P	EVERY PAYDATE
MS Power of Pen	P	EVERY PAYDATE
MS Math Counts	P	EVERY PAYDATE
HS Pep Club	P	EVERY PAYDATE
HS Ski Club	S	END FEB
MS Ski Club	S	END FEB
HS SADD	P	EVERY PAYDATE
HS Varsity Club	P	EVERY PAYDATE
HS Student Council	P	EVERY PAYDATE
HS Teen Institute	P	EVERY PAYDATE
HS Teens in Action*	P	EVERY PAYDATE
HS Drama	P	EVERY PAYDATE
MS Drama	P	EVERY PAYDATE
MS Student Council	P	EVERY PAYDATE
ES Student Council	P	EVERY PAYDATE
HS Acad. Challenge	S	MID APR
Environmental Club		
Key Club		
Healthy Kids		
VICA (OWE Club)		
Kids in Comm. Svc.		
INTRAMURALS		
Fall	S	END NOV
Winter	S	END FEB
Spring	S	END MAY
PUBLICATIONS		
HS Newspaper	P	EVERY PAYDATE
HS Yearbook	P	EVERY PAYDATE
MS Publications	P	EVERY PAYDATE
HS TV Production	P	EVERY PAYDATE
District Calendar	Y	END AUG
MUSIC		
HS Instrumental	P	EVERY PAYDATE
HS Asst. Instrument	S	END OCT
HS Concert Band	P	EVERY PAYDATE
HS Majorettes	S	END OCT
MS Instrumental	P	EVERY PAYDATE
HS Vocal	P	EVERY PAYDATE
MS Vocal	P	EVERY PAYDATE
HS Vocal Jazz*	P	EVERY PAYDATE

PAYMENT PLAN

S = SEASONAL LUMP SUM
P = PRORATED EACH PAY
Y = YEARLY LUMP SUM
Q = QUARTERLY
H = HALVES

IMPORTANT NOTE

Any individual who is not a regular school employee of the district holding a supplemental contract will be paid yearly at the end of the season or year upon written notification from his/her immediate supervisor that the individual has satisfactorily completed his/her assignment.

ATHLETICS

HS Head Football	S	END OCT
HS Asst. Football	S	END OCT
Frosh Footmall	S	END OCT
Asst. Frosh Football	S	END OCT
MS Head Football	S	END OCT
MS Asst. Football	S	END OCT
HS Head Basketball	S	END FEB
HS Asst. Basketball	S	END FEB
Fosh Basketball	S	END FEB
MS Basketball (boys)	S	END FEB
MS Basketball (girls)	S	END MAR
HS Head Wrestling	S	END FEB
HS Asst. Wrestling	S	END FEB
Frosh Wrestling	S	END FEB
MS Wrestling	S	END FEB
MS Asst. Wrestling	S	END FEB
HS Head Hockey	S	END FEB
HS Asst. Hockey	S	END FEB
HS Head Swimming		
HS Asst. Swimming		
MS Swimming		
HS Head Baseball	S	END MAY
HS Asst. Baseball	S	END MAY
Frosh Baseball	S	END MAY
HS Head Softball	S	END MAY
HS Asst. Softball	S	END MAY
Frosh Softball	S	END MAY
MS Softball	S	END MAY
HS Head Track	S	END MAY
HS Asst. Track	S	END MAY
Frosh Track	S	END MAY
MS Head Track	S	END MAY
MS Asst. Track	S	END MAY
HS Cross Country	S	END OCT
MS Cross Country	S	END OCT
HS Head Tennis	S	GIRL'S:END OCT/BOY'S END MAY
HS Asst. Tennis	S	GIRL'S:END OCT/BOY'S END MAY
HS Head Golf	S	END OCT
HS Asst. Golf	S	END OCT
HS Head Soccer	S	END OCT
HS Asst. Soccer	S	END OCT
HS Head Volleyball	S	END OCT
HS Asst. Volleyball	S	END OCT
Frosh Volleyball	S	END OCT
MS Volleyball	S	END OCT
HS Weightlifting*	Q	11/15, 2/15, 6/15, 8/15
HS Summer Cond. *	S	END AUG
HS Open Gym	S	END AUG
HS Gymnastics	S	END FEB
HS Fall Cheerleader	S	END OCT
HS Wnt Cheerleader	S	END FEB
MS Cheerleaders	H	END OCT/END FEB
HS Asst. Cheerlrs	S	END OCT/END FEB
HS Condition. Coord.	Q	11/15, 2/15, 6/15, 8/15
HS Summer Bball*	S	END AUG
HS Athletic Supv.	S	END FEB
MS Athletic Supv.	H	END OCT/END FEB

Other Avtivities

MS Outdoor Ed. Supv.	Y	UPON COMPLETION
District Newsletter	P	EVERY PAYDATE
ES AV Coord	P	EVERY PAYDATE

HS/MS AV Coord	P	EVERY PAYDATE
HS Dept. Chair.	P	EVERY PAYDATE
MS Team Leader	P	EVERY PAYDATE
ES Grade Lvl. Chair.	P	EVERY PAYDATE
Photographer	P	EVERY PAYDATE
ES Safety Patrol	P	EVERY PAYDATE
Ed. Options Prog. Coord.	P	EVERY PAYDATE
Consulting Teacher		
Curr. Coordinator		
8th Grade Trip		
Building Tech. Coord.		

Extended Service

HS Counselor	P	EVERY PAYDATE
MS Counselor	P	EVERY PAYDATE
OWE/OWA Coord	P	EVERY PAYDATE
New Teachers	Y	UPON COMPLETION

* Approved position, not presently filled

APPENDIX B

DISTRICT ADVISORY COMMITTEE BYLAWS

NAME

The District Advisory Committee

PURPOSE

The purpose of the committee should be to investigate, study, and arrive at a consensus solution to mutual problems affecting Association-Management relations.

REPRESENTATION

The committee shall be comprised of five administrators and five teachers. The committee shall include four representatives from the four different elementary buildings, two administrators and two teachers. The committee shall also include one teacher and one administrator each from the intermediate, middle and high school. The committee should not include the Superintendent of Schools, the President of ALEA, a Board of Education member, or the OEA Uniserv advisor. The Federal Mediator is welcome whenever he/she is able to attend.

DURATION

Each member shall serve two years with no more than five new members during any year. In a given year, one teacher and one administrator at the elementary level will be replaced by one administrator and one teacher at the elementary level in order to maintain the same ratio of administrators to teachers and to rotate the building representation between teacher and administrator. An effort should be made not to change both teacher and administrative representatives from the Intermediate, Middle and High School level during any year.

REPORTING

Minutes will be kept from each meeting and taken on a rotating basis by all members. Copies will be circulated among members of the committee and corrected by mutual consent. Reports of the meetings will take place through the administrative team meetings and through the ALEA Representative Assembly.

GENERAL GUIDELINES

- Committee effectiveness training shall be provided by the Federal Mediation and Conciliation Service as needed.

- Decisions shall be reached by consensus after discussion with all concerned parties. Once decisions are reached, they are binding, providing that they adhere to provisions in current ALEA and OAPSE Master Contracts, Memorandums of Understanding and adopted Board Policies. Since solutions will be binding, communication with all concerned parties during the decision-making process is extremely important!

- No grievances shall be discussed and no bargaining shall take place.

- To assure that appropriate concerns are presented to the committee, specific time should be allotted for monthly staff meetings. If the concern is not resolved in an individual discussion, the concern can be discussed at the regularly scheduled whole staff meeting. Concerns or problems generated at the staff meeting can then be referred to BAT teams for resolution. Concerns which apply to more than one building will be referred to the District Advisory Committee.

- Concerns of both administration and teachers must be presented through this committee.

AD HOC COMMITTEES

Ad hoc committees should be established on an as-needed basis to be determined by the District Advisory Committee. The chairperson of the committee should be someone from the DAC. The number of members and the make-up of the committee should be determined by the District Advisory Committee. It is not necessary for equal membership or, in some cases, for any administrator to be on all committees.

The charge of the committee and an approximate time line should be written down in the minutes of the District Advisory Committee and shared with all members of the committee.

Minutes should be kept at all ad hoc committee meetings and reports made to the DAC at appropriate times. A consensus should be reached if at all possible, but under any circumstances, a final written summary and oral presentation should be made to the District Advisory Committee.

CONFIDENTIALITY

All members of the District Advisory Committee will respect the professionalism of their fellow members and the confidentiality of the information and opinions shared at the meetings. General statements of concern may certainly be discussed, but names should not be attached to specific comments.

APPENDIX C

BUILDING ADVISORY TEAM (BAT)
Operating Procedures

PURPOSE: The BAT is designed to facilitate constructive communication and provide a vehicle for discussion of building level ideas, proposals, issues of concern, and topics of interest.

(1) Each building shall have a BAT.

a. The BAT chair from the proceeding year will be responsible for soliciting volunteers for the new school year.

b. The composition of the BAT will be in place by September 15. A schedule of BAT meetings for the school year and a committee roster shall be distributed to the entire building staff. This should take place within 48 hours of the first meeting.

(2) BAT members shall be a representative group of volunteer certificated staff members and the building administrator. At the high school level there may be a need to allow for several administrators to participate on the BAT committee.

(3) BAT members shall volunteer to serve on this team for the entire school year. They may choose to volunteer to serve the following year.

(4) The BAT chairperson shall be an ALEA member chosen by consensus of the committee at the first BAT meeting.

(5) The BAT chairperson shall be designated the staff spokesperson during her/his term of office.

(6) BAT groups shall meet on a monthly basis. Additional meetings can be scheduled when the committee reaches consensus.

7) Meeting agendas shall be developed through joint efforts by the chairperson and one administrator. Staff members should submit agenda items to a member of BAT at least five (5) days before the scheduled meeting. Emergency items may be added to the agenda at the discretion of the chairperson.

(8) Meetings shall be canceled, when appropriate, jointly by the BAT chairperson and one administrator.

(9) Meeting minutes shall be reported in writing to the entire building staff within three days of said meeting.

APPENDIX D

TEAM PROGRAM: Teachers Enhancing, Assisting, and Modeling

RATIONALE

An entry year program would provide the opportunity for the new teacher to succeed in the classroom in an internship program through supervision by a master teacher. This would be done through increased support and observation, professional development opportunities, remediation of difficulties and training in appropriate strategies necessary to increase teaching effectiveness.

This program would also maximize efficiency in regards to money and time in training a new teacher in policies and systems of a school district. Positive atmosphere which directly impacts the quality of education received by the students.

Rationale:

1. Internship program to learn profession.
2. Maximize efficiency of expenditures of time and money.
3. Quality of school's product must be constantly improved.
4. Provide educators a positive first year experience in the Avon Lake area.
5. Provide a positive classroom learning experience for students.
6. Retain promising educators in the profession.
7. Decrease the entry year educator's feelings of frustration and isolation.
8. Develop long-term teaching performance.
9. Meet the standards established by the Ohio Department of Education set forth in "Rules for Entry Year Programs" 3301-22-02.

GOALS AND OBJECTIVES

The Avon Lake consulting teacher is designed to provide a positive experience for the first year teacher, the experienced teacher new to the area and the teacher returning to the classroom after an extended absence. It is intended to:

1. Promote personal and professional well-being.
2. Provide an orientation to the area, district, building philosophy, policies and procedures.
3. Provide an orientation to the pupils and to the community served by the district.
4. Acquaint the educator with resources and facilities available at the area, district and building level.

5. Assist in acquiring knowledge of the school curriculum and the responsibilities for implementing that curriculum.
6. Assist with classroom management tasks identified as especially difficult for the teacher new to the school community.
7. Improve teaching performance by:
    a. Strengthening teachers' competencies.
    b. Introducing new knowledge and skills in response to individual needs.
    c. Building skills in commitment for continuing professional development.
8. Provide additional information an entry year teacher may need to be adequately prepared for a specific assignment.
9. Increase the retention of promising teachers.
10. Provide a forum for sharing and receiving feedback concerning present classroom experiences.
11. Provide ample opportunity to confer with the assigned mentor in the informal setting of the entry year teacher's own classroom.

PURPOSE

Develop better beginning teachers.
Retain promising teachers.

Issues Facing Entry Year Teacher

Assignment/misassignment of teachers.
Working conditions (size of class, room, conditions-equipment).
Isolation.
Salary and status expectations higher of teaching profession.
Limited opportunities for advancement.
Compensation.
Principals need to provide collaboration opportunities.
Decline in public support.
Principals need to provide beginning teachers with assignments they can succeed in.
Principals need to assign more challenging situations to experienced teachers.

Promising Practices for Professional Development Program

Assign appropriate mentoring teacher.
Beginning school workshop.
Periodic support and sharing.
Structured observations and feedback sessions.

Opportunities to observe experienced teacher, example, video of master teacher first day experience.

Change Strategies

Plan ahead and implement gradually.
Provide training and compensation for support teachers and facilitators.
Structure the program to accommodate emergent needs.
Separate assessment and assistance roles of program.
Avoid placing entry year teacher in difficult situations that prevent them from succeeding.

Critical Issues in Induction

Assessment.
Selection of mentors.
Incentives for mentors.
Role of mentor-administrator policy.
Role of mentor assessment/assistance.
Relationship of OEA/ALEA.
Training mentors.
Individual needs of beginning teachers.
Common language of assessment.
Linkage between in-service and pre-service.
University initiated program vs. state department vs. school district.
Collaboration of university school in relation to research base.
Revising pre-service to link with entry year.
Time management.

Types of Entry Year Programs

Single school district owned model.
School/university based collaborative model.
State mandated model.
University controlled models.
Consortium of school districts model.

APPENDIX E
RETIREMENT INCENTIVE PLAN
Memorandum of Understanding

On Tuesday, April 7, 2009, the Negotiations Teams of ALEA and the ALBOE met and agreed to the following:

The changes made to Appendix of the Master Contract relating to the Retirement Incentive Plan will go into effect immediately upon ratification of the Master Contract by ALEA and the ALBOE.

RETIREMENT INCENTIVE PLAN

A. Any teacher who is currently eligible for retirement with the State Teachers Retirement System ("STRS") or becomes eligible shall be entitled to a Retirement Incentive Plan ("Plan") (comprised of a Retirement Incentive ("RI") and a Health Reimbursement Account ("HRA") in the amounts listed below:

B. Qualification Requirements: The teacher must meet all of the following criteria:

1. Be under contract and a member of the bargaining unit as defined in Article 1 of this Agreement at the time of application.

2. Be eligible to retire under STRS requirements (e.g., 30 years of service, or age 55 with at least 25 years of service, or age 60 with at least 5 years of service).

3. Retire effective July 1, 2009

a) As defined in paragraph 3(b) below, a teacher who is not eligible to retire under STRS requirements until July 1, 2010 ("2010 eligible teachers"), may also participate in this Plan with a retirement date of July 1, 2010. A teacher who is not eligible to retire under STRS requirements until July 1, 2011 ("2011 eligible teachers"), may also participate in this Plan with a retirement date of July 1, 2011.

b) Any teacher who is eligible to retire effective July 1, 2009, in accordance with the STRS requirements in B.2 may participate in this plan if he/she retires at the end of the 2008-2009 school year. In the following years of this agreement, this option is available to teachers during the first year they are eligible based upon B.2. or upon reaching 30 or 35 years of benefit eligible service. Thereafter, for retirements effective July 1, 2010, or 2011 a teacher may participate only during the first year that he/she becomes eligible to retire based upon B.2. requirements or upon reaching 30 or 35 years of benefit eligible service.

c) To be eligible for this Incentive, the teacher must be employed by the board until the effective date of the retirement.

4. File an irrevocable letter of intent with the Superintendent's office by May 1, 2009 at 4:30 PM. The letter must be filed on or before this date for teachers retiring on July 1, 2009, July 1, 2010, -or July 1, 2011

C. Retirement Incentive and Health Reimbursement Account

1. Each retiring teacher meeting the preceding and following qualifications shall receive a retirement incentive in the gross amount of $25,000 which may be divided between the Retirement Incentive and the HRA account in $5,000 increments.

a. This RI amount shall be paid in two (2) substantially-equal payments with the first payment made on or about the one-year anniversary (July 15th) of the teacher's retirement date. The subsequent payment shall be made to the teacher on the second anniversary of the teacher's retirement date. These payments may be paid into a 403(b) Plan if eligible or the teacher may receive a cash payment.

b. The HRA amount shall be paid in two (2) substantially-equal payments with the first payment made on or about the one-year anniversary (July 15th) of the teacher's retirement date. The subsequent payment shall be made to the teacher on the second anniversary of the teacher's retirement date.

1) Under a Health Reimbursement Account, the retiring teacher and his/her spouse/dependent may be reimbursed for the following types of their health care expenses, subject to applicable law including, but not limited to:

a) Premiums for the purchase of health care insurance, including amounts paid for coverage under the STRS or another retirement system health care plan.

b) Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, the STRS or another retirement system health care plan, or the plan of another employer.

2) The amounts credited to a retiree's account may be carried over to subsequent years *and upon the death of the teachers and his/her spouse the benefit will be available to the teacher's dependents, to be used for medical expenses in accordance with the plan. In such event if there are no*

dependents, the benefit shall remain in the plan and divided among the plan participants.

3) The Board is permitted to establish a plan document for the HRA that will be designed to comply with the requirements of all applicable laws, including federal tax laws.

4) The Board is permitted to hire a third-party administrator to manage the Health Reimbursement Account, and will attempt to use a third-party administrator that charges no or small administrative fees. If there are administrative fees, these administrative fees shall be charged to the HRA accounts of the retired teachers.

D. Program Exclusions

The following conditions will cause a teacher to be ineligible to participate in the retirement incentive or the retirement incentive enhanced:

1. Terminated, non-renewed, or resigned;

2. Failure to meet deadlines as listed in this article;

3. Currently retired and/or receiving retirement benefits from STRS.

E. A teacher participating in the Retirement Incentive Plan shall execute an irrevocable letter of intent in a form that is acceptable to the Board of Education. The letter shall authorize the Board to contact STRS as may be needed to confirm eligibility.

F. A teacher participating in the Retirement Incentive Plan shall have no expectation of retire/rehire.

G. Severance Payments

1. Refer to Article 20

4/7/09

ALEA President

4/7/09

Avon Lake City Schools Superintendent

GRIEVANCE PROCEDURE FORM
TO BE SENT TO THE APPROPRIATE ADMINISTRATOR AT EACH LEVEL

Aggrieved Person, Persons, and/or Association _____

Address_____ Phone _____

School_____ Principal_____

Date Grievance Occurred_____ Date of Formal Filing_____

Person or Persons to Whom Grievance is Directed_____

Initiated at Level_____

Statement of Grievance:_____

_____

_____

_____

_____

What part of the Master Contract is allegedly violated? _____

Set forth the language and provision allegedly violated._____

_____

_____

Action Requested:_____

_____

Have you discussed this with your immediate supervisor? ____Yes____No

ALEA Representative _____Grievant_____

Note: A copy of this form and all responses and appeals will be sent to the Association President by the responsible administrator.

AVON LAKE CITY SCHOOLS
CERTIFIED ABSENCE

EMPLOYEE_____ **BUILDING**_____ **DATE**_____

REQUESTING

_____**PERSONAL LEAVE**
TEACHER WILL: Route to building administrator & notify substitute hotline
(If the day is to be used on the day of dismissal for the Thanksgiving, winter, or spring break or the day school resumes after these breaks, please provide the specific reason for the request below)

_____

IF RELIGIOUS HOLIDAY CHECK HERE ☐

_____**PROFESSIONAL LEAVE**
TEACHER WILL: Route to building administrator via building secretary & notify substitute hotline
(Please attach Professional Leave Application)

_____ **SICK LEAVE**
TEACHER WILL: Route to building secretary & notify substitute hotline

_____ Personal Illness

_____ Family Illness
(Includes father, mother, brother, sister, husband, wife, child, grandchild, mother-in-law, father-in-law, any other member of the family or household who has clearly stood in the same relationship with the teacher as any of the foregoing)

BEREAVEMENT LEAVE
TEACHER WILL: Route to building secretary & notify substitute hotline

Will not be deducted from Teacher's Sick Leave Balance and does not affect any Leave Incentives

_____ **3 Days - Parents, spouse, or child – this will include in-laws and steps**

_____ **1 Day – Brother/Sister, Grandparents, grandchildren, foster children, domestic partners**

NUMBER OF DAYS REQUESTED (Increments of ¼, ½, ¾, or 1 day):_____

DATES REQUESTED:_____

_____
EMPLOYEE SIGNATURE

_____
DATE

_____ APPROVED with pay _____ APPROVED without pay _____ NOT APPROVED _____ DISALLOWED (exceeds 5% limit)

_____
SUPERINTENDENT/DESIGNEE SIGNATURE

** Superintendent/Designee signature does not verify that the employee has days available for use **

AVON LAKE CITY SCHOOLS

SICK LEAVE BANK DONATION FORM



I, _____choose to donate _____ days of my accumulated sick leave to the Sick Leave Bank. I understand that the days contributed to the bank are no longer available for my use.

Signature _____

Date _____

Building _____

Please return to Mr. Robert Scott
by September 30.

AVON LAKE CITY SCHOOLS

APPLICATION TO USE SICK LEAVE BANK

I ______________________ wish to apply for ____day(s) of sick leave from the Avon Lake City Schools Sick Leave Bank.

I have reviewed the criteria found in Article 6 – Section H of the Master Contract between the ALEA and the Avon Lake Board of Education.

I will need days from the Sick Leave Bank because ______________________________

____

____

____.

I understand that all of my accumulated sick leave must be exhausted before I can receive days from the Sick Leave Bank. I additionally understand that any sick leave that accumulates during my absence will be deducted before days from the Sick Leave Bank will be used.

________________________	__________________
Signature	Date

This form must be forwarded to the ALEA President who will meet with the Superintendent to forward the application to the HCC Subcommittee.

- -

Number of Sick Leave Bank days approved ______

________________________	__________________
ALEA President	Date
________________________	__________________
Superintendent	Date

09-MED-12-1503
K26458
STATE EMPLOYMENT RELATIONS BOARD 0470-01

2010 JUL 26 P 3:02

MASTER AGREEMENT

between the

BEDFORD EDUCATION ASSOCIATION

and the

BEDFORD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

EFFECTIVE July 1, 2010– June 30, 2013

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CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Bedford City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2010 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Bedford City School District, Ohio, and the Superintendent of Schools of the Bedford City School District, Ohio, hereby certify that the District has in effect the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs during the duration of the attached contract on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: _____, 2010

_____
Treasurer, Board of Education
Bedford City School District, Ohio

_____
President, Board of Education
Bedford City School District, Ohio

_____
Superintendent of Schools
Bedford City School District, Ohio

5705.412 Certificate

Vendor: Bedford Education Association

Obligation: Master Agreement

The undersigned, Treasurer of the Board of Education of the Bedford City School District, Ohio, certifies that the money required to meet the obligations of the Board for the purposes of satisfying the terms and conditions of the Bedford Education Association Master Agreement for the period commencing July 1, 2010 through and including June 30, 2013 will be lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Bedford City School District, Ohio and the Superintendent of Schools of the Bedford City School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenue necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.42 and 5705.44 of the Revised Code.

Dated: May 27, 2010

Treasurer, Board of Education
Bedford City School District, Ohio

Superintendent of Schools
Bedford City School District, Ohio

President, Board of Education
Bedford City School District, Ohio

ARTICLE I — DEFINITION OF THE AGREEMENT

This Master Agreement contains those items mutually agreed to through the negotiations process between the Bedford Education Association, an affiliate of the Ohio Education Association and the Northeastern Ohio Education Association, and the Bedford Board of Education. The provisions contained herein are binding on both parties for the agreed upon term of this Agreement.

ARTICLE II — AGREEMENT CONDITIONS AND CONTINGENCIES

Length of Agreement

2.1 This Agreement shall be effective from July 1, 2010, through June 30, 2013.

No Work Interruption Clause

2.2 During the duration of this Agreement, neither the Association, its agents nor the professional staff members represented by the Association shall engage in, sanction or approve any strikes, slowdowns, withholding of services, study days or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

2.21 The Board agrees that the school year consists of 186 days except for beginning professional staff members for orientation which shall be 188 days. Once the calendar is adopted for the school year, it will remain in effect for the duration of that school year except for circumstances beyond the control of the Board that will directly affect the safety and welfare of the students and/or staff. The Association President and professional negotiations chairperson shall be advised in advance of any change in the calendar under this exception. The Association may take any dispute to expedited arbitration in accordance with the rules of the American Arbitration Association ("AAA").

Legality of Provisions

2.3 If any provision of this Agreement or any application thereof to any professional staff member or group of professional staff members is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. When a provision is deemed contrary to law, the parties will meet within fifteen (15) days upon written notification from either side for the purpose of resolving the problem.

ARTICLE III - RECOGNITION

3.1 The Board recognizes the Association as the exclusive representative and negotiations representative for all employees defined as "teachers" (Ohio Revised Code §3319.09), unless specifically excluded, employed by the Board on limited or continuing contracts and who hold a certificate from the State of Ohio Department of Education. This recognition shall exclude all employees who are solely administrators or supervisors. This recognition shall exclude all employees who are nurses, substitutes, or hourly tutors. All references to

"Professional Staff" in this Agreement shall mean a member of the negotiating unit as defined herein.

3.2 The rights of the Association as set forth in this agreement are continuous unless challenged pursuant to Section 4117 of the Ohio Revised Code and the rules and regulations of the State Employment Relations Board (SERB).

3.3 The recognition of the Association will not prevent any professional staff or group of professional staff from requesting a hearing to present information to the Superintendent or Board.

ARTICLE IV - NEGOTIATIONS PROCEDURES

Preamble

4.1 Recognizing that providing a high quality education for the children of the Bedford City Schools is the paramount aim of this School District and that good morale in the professional staff is necessary for the best education of the children, we do hereby declare that:

The Board, under law, has the final responsibility of establishing policies for the District.

The Superintendent and his/her staff have the responsibility of carrying out the policies established.

The professional staff members have the responsibility, within the framework of established policies and regulations, for providing the best possible education in the classroom.

4.12 The Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of its delegated representatives and for the representatives of the Association, to discuss matters of common concern, and to reach a mutually satisfactory agreement on these matters.

Principles

4.2 Attainment of objectives for the educational program of the Bedford City School District requires mutual understanding and cooperation among the Board, the Superintendent, his/her staff, and the professional staff members. Therefore, free and open exchange of views is desirable and necessary with all parties participating with good faith, in deliberation leading to determination of matters of mutual concern.

Professional Staff Members

4.21 It is recognized that:

Teaching is a profession requiring the possession of specialized educational qualifications.

The success of the educational program depends upon the services of qualified and competent professional staff members who are reasonably satisfied with the conditions under which their services are performed.

Negotiating Procedures

4.3 All rules necessary for conducting negotiations and not covered by this Agreement, such as collaborative bargaining, shall be discussed and agreed upon at the initial meeting. If agreement is not reached, the rules as written will stand.

4.31 Negotiations shall begin at a mutually agreeable time or within 120 days prior to the expiration of the Agreement. Written notification from the Association shall be addressed to the Superintendent of Schools and from the Board shall be addressed to the President of the Association.

4.32 Not later than the first day of March of the calendar year in which this Agreement terminates, an initial meeting will be held at which the parties will submit written items for negotiations by topic and an agenda will be set. Thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

4.33 At the second session, the Board and the Association shall exchange complete packages containing the initial proposals of each.

4.34 Meetings between the Association P.N. Committee and the Superintendent or his/her official representative(s) will be scheduled for a mutually satisfactory place and time.

4.35 Times and dates shall be set through mutual agreement. No meeting shall adjourn until the date of the next meeting is set.

4.36 Meetings shall be held in the board room at the administration building or other locations acceptable to both committees.

4.37 All proposals and counterproposals shall be presented in written form unless there is mutual agreement to do otherwise.

4.38 The proposals shall be negotiated one by one, passing to the next proposal after a tentative agreement has been reached unless there is mutual agreement to follow other procedures.

4.381 During the period of consideration, interim reports of progress may be made to the Association by its representative and to the Board by the Superintendent.

4.382 There shall be two (2) signed and countersigned copies of all tentative, mutually agreed solutions, one (1) for each committee. It is understood that such signing shall be tentative only, subject always to final agreement on all proposals.

Negotiations Time Limit

4.4 Items under negotiations must be resolved to the mutual satisfaction of both parties by June 1. However, if both parties agree, a mutually agreed upon extension of time may be

granted. If no agreement is reached, the Disagreement Procedures outlined in this document shall be implemented.

Definitions

4.5 "Negotiable Items" are salaries, fringe benefits and conditions of employment.

4.51 "Good Faith" involves coming to the negotiating table with the intention of negotiation. Good faith requires that the Board and/or Administration and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons or offer counterproposals. Good faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

Representation

4.6 The Board or its designated representatives shall meet with the Association's designated representatives to negotiate in good faith. Each team shall limit its representatives to no more than seven (7) members. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted or will obtain all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Each team will identify its team members at the initial meeting.

4.61 Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings. Unless otherwise agreed upon, no more than one (1) consultant per team shall be present.

Information

4.7 The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

Caucuses

4.8 The chairperson of either group may caucus his/her group for independent discussion at any time.

Protocol

4.9 No action to coerce, censure or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

Item Agreement

4.91 All mutually agreed solutions shall become a part of a tentative package which shall be final only when all proposals have been acted upon and approved by the members of the Association and the Board. This package shall be offered to members of the Association for action.

4.911 The President of the Association shall notify the Superintendent in writing of the action taken by the Association. If the package is approved by members of the Association, the Superintendent shall submit it to the Board. Upon official adoption by the Board, the Agreement shall be signed by both parties. The resulting Agreement shall constitute a modification of the Master Agreement.

Mutually Agreed Upon Dispute Resolution Procedure

4.92 If agreement is not reached by thirty (30) days prior to expiration of this contract, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service.

Exclusivity of Procedure

4.921 The negotiations procedure set forth in this article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 4.92 of this article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this contract (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

Waiver of Negotiations

4.93 Unless mutually agreed upon the Board and the Association voluntarily waive the right to negotiate during the life of this Agreement. The waiver applies to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Agreement. The waiver is effective even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time the negotiations were being conducted or at the time the party signed this Agreement.

Publication

4.94 The Board and Association shall share equally the cost of printing this Agreement.

Calendar

4.95 The school calendar shall be adopted two years in advance by the Bedford City School District Board and shall designate workdays with students and workdays without students.

4.951 The calendars to be developed shall take into consideration the views of the professional staff, other employees, parents, students, national, state and regional calendar plans.

4.952 Calendars shall be developed by a committee made up of the Assistant Superintendent and two designees and the BEA President and two designees. This process shall be commenced one (1) week after return from Christmas vacation period and final calendar recommendations submitted to the Board for their regular February meeting.

4.953 The calendar jointly recommended to the Board shall be the calendar receiving the greatest number of votes in a referendum vote of the professional staff. The calendars to be voted upon shall be developed by the committee set out in Section 4.952 above.

ARTICLE V — BOARD OF EDUCATION RIGHTS — ASSOCIATION RIGHTS

Board of Education Rights

5.0 The Board of Education shall have the right to:

5.01 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

5.02 Direct, supervise, evaluate, or hire employees.

5.03 Maintain and improve the efficiency and effectiveness of governmental operations.

5.04 Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

5.05 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.

5.06 Determine the adequacy of the work force.

5.07 Determine the overall mission of the employer as a unit of government.

5.08 Effectively manage the work force.

5.09 Take actions to carry out the mission of the public employer as a governmental unit.

Association Rights

5.10 The Association and its representatives shall have the right to use school buildings, equipment and facilities under the same rules as any other school or community organization, assuming it does not interfere with normal school operations. The Association will assume the cost of any materials incurred by such use.

5.11 The Association shall have the right to specify two (2) after-school meeting days per month. The Association shall submit the list of meeting days for the school year to the Superintendent by May 1 of the previous year. Reasonable effort will be made in an attempt to avoid scheduling meetings on these dates.

5.12 Representatives of the Association to workshops, seminars, and/or conventions sponsored by NEA, OEA, NEOEA shall be granted up to an accumulated total of twenty (20) teacher days for professional leave. However, if a finding from state audit puts any financial penalty on this policy, now or in the future, this sum shall be assessed to the Association. Additional professional leave shall be considered as outlined under "Professional Purposes."

Association Business

5.2 At the request of the Association, a leave of absence (part-time or full-time) with full pay shall be granted to one (1) Association officer for the year(s) for which he/she is elected. The Association shall reimburse the Board for the total or prorated cost of the officer's salary and all benefits. The officer of the Association granted a leave of absence shall retain all rights and privileges to which he/she would have been entitled had he/she continued the performance of his/her duties in the Bedford City Schools during the leave of absence. At the commencement of the school year following the expiration of the leave of absence, the officer shall be returned to a position comparable to that which he/she occupied prior to the granting of the leave.

5.21 The Association will be permitted the use of bulletin board space in an area accessible to all professional staff members determined by the building principal. The Association shall have the right to reasonable distribution of Association material in the professional staff members' mailboxes.

5.22 The Association shall have sufficient time on one (1) of the orientation day(s) to provide lunch for newly hired professional staff members at which time they will be afforded the opportunity to address new professional staff members.

5.23 Duly authorized representatives of the Association may conduct Association business on school property during the working day as long as it does not interfere with normal business of the school day.

5.24 The President, P.N. Chairperson, and the P.R. & R. Chairperson of the Association shall, with notice to the building office, be permitted to conduct Association business outside of his/her building during non-assigned time.

5.25 Any other duly authorized representatives shall receive permission from his/her principal before leaving a building to conduct Association business.

Board and Association Communications/Meetings

5.3 The Association representatives or professional staff members may attend all legal board meetings, receive an agenda, and can speak a reasonable length of time at the proper time on all matters that come before the Board. A copy of the agenda shall be provided to the Association President prior to Board meeting. The President of the Association shall be furnished with a copy of the minutes of the last Board meeting prior to the next Board meeting.

5.31 This section does not extend the right to attendance at executive sessions of the Board.

5.32 The Association and the Board or a committee representing the Board shall meet yearly on request with the Association representatives to discuss the financial position of the schools.

5.33 As of September 1 of the current school year, a revised copy of the Professional Policies Handbook shall be given to and maintained by:

Each principal and assistant principal.

One (1) designated professional staff member in each grade level in each elementary school.

One (1) designated professional staff member from each department in each secondary building.

The school librarian as professional literature.

The Association President.

The UniServ consultant who is working with the Association.

5.34 The Administration/Board and the Association shall seek to keep lines of communication open. The Administration/Board shall continue to provide professional staff members the opportunity for input and the Association shall encourage professional staff members to participate on committees which offer opportunities for professional staff member involvement.

5.35 While the Administration/Board intends to continue to involve professional staff members and seek their input, the Board retains the responsibility and authority for making those decisions as are required for the operation of the schools.

Teacher Evaluation

5.4 Annually, but not later than February 1 of the school year, upon the request of the President of the Association or the Superintendent, a committee shall be appointed to examine the professional staff member evaluation forms and procedures. This committee shall consist of three (3) professional staff members appointed by the President of the Association and three (3) administrators appointed by the

Superintendent of Schools. It shall be charged with developing recommendations that would improve the evaluation process.

5.41 The committee will by April 30 of the same school year present a written report to the Superintendent of Schools for presentation to the Board for its consideration and disposition. At the same time a copy of the report shall be sent to the Association President. The Superintendent will notify the Association President of the Board's disposition. The committee shall be dissolved after it presents its written report, or on April 30, whichever comes first.

5.42 Professional staff members shall be evaluated according to the evaluation procedures set forth in the Handbook for Teacher Evaluation which is by reference incorporated into and made a part of this Agreement.

It is the intention of the parties that the evaluation procedures contained in this Agreement shall supersede and be exclusively used instead of the provisions of R.C. 3319.11 and 3319.111 and that the evaluation procedures of those statutes shall not apply to members of this bargaining unit.

The administration must adhere to the timeline of teacher evaluation in order to non-renew professional staff members serving on a limited contract for reasons of poor performance.

5.43 Notice of Continuing Contract Eligibility

Each year on or about September 15, the office of Assistant Superintendent shall provide a memo to all teachers on limited contract setting out the criteria for eligibility for continuing contract. The memo also shall set out the options available in the event continuing contract status is not approved. Teachers who believe they are or will be eligible for consideration for continuing contract status and will have completed the requirements by the final Board meeting in April of that school year and wish to be so considered shall complete the application form attached to the memo and return the form to the Assistant Superintendent by October 15th.

By November 15th, the building principal/evaluating administrator will confer with the teacher who has expressed an interest in being considered for continuing contract to discuss the process. A teacher who does not complete and return the form confirming his/her intent to be considered shall not be eligible for consideration for continuing contract status during that school year.

A teacher who expresses her/his intent to be considered and is not able to complete the steps required or who wishes to withdraw from continuing contract consideration shall notify her/his building principal/evaluating administrator of that fact not later than March 31st. Such teacher shall not be eligible for continuing contract but shall not experience another employment consequence solely as a result of not completing the continuing contract eligibility requirements. Such teacher shall not required to, but may elect to, apply for continuing contract consideration in a subsequent year.

The memo and application form are Appendix I to the contract. With respect to the application process for continuing contract consideration only, this provision shall supersede ORC Sections 3319.11 and 3319.111.

[appendix]

5.44 Compliance with Federal and State Law.

At the time of ratification of this agreement, the Association and Board agreed that the full extent of the obligations imposed upon the Board and members of the bargaining unit by NCLB, the 2002 Amendments to ESEA and the 2004 reauthorization of IDEA and companion state laws and state and federal regulations (the "Reform Laws") is not clear. A legal compliance committee made up of four representatives of the Association appointed by the BEA President and four administrators appointed by the Superintendent is hereby established. The committee shall convene at the call of the BEA President and/or Superintendent to consider and recommend steps necessary to comply with the Reform Laws to the Superintendent and BEA President. Should the committee recommend steps that conflict with one or more provisions of the agreement, the Board and the Association agreed to promptly engage in good faith bargaining in an attempt to reach agreement on necessary modifications in contract provisions.

Local Professional Development Team

5.5 The Board and the Association shall establish a Local Professional Development Committee (LPDC), in compliance with O.R.C. §3319.22 (SB 230). There shall be one (1) committee composed of six (6) members, three (3) teachers selected by the Association, and three (3) administrators appointed by the Superintendent. The make-up of the committee shall be three (3) teachers and two (2) administrators when teacher licensure is considered and three (3) administrators and two (2) teachers when administrator licensure or non-bargaining unit members are considered assigned on a rotating basis.

5.51 The length and term limit of the term of office for Committee members of the LPDC shall be two (2) years on a staggered schedule. Vacancies occurring during a term shall be filled by the appointing authority. Claims of abuse of powers, or violations of confidentiality can be made by any interested party to either appointing body.

5.52 There shall be a process to appeal LPDC decisions:

1. Level One — Reconsideration by the LPDC submitted by the educator.

2. Level Two — If satisfaction is not reached by the educator, that person may appeal through the second step by selecting a current or former professional staff member/administrator. The LPDC shall select a current or former professional staff member/administrator. These two educators become the appellate board and will select a third to round out the panel. They, as the complete appellate board, shall review the appealing educator's claims in the climate of the LPDC directives.

3. Level Three — If satisfaction is not reached by the educator, that person may appeal through the third step by requesting a cooperative, neighboring school district to intercede and act as the final body. That school district(s) will be arranged through the LPDC.

4. The Ohio judicial system acts as the court of last resort.

5.53 The LPDC shall determine the time, place and frequency of its meetings.

5.54 Expenses of the LPDC shall be borne by the Board of Education in compliance with O.R.C. 3319.22. However, release time will be provided as necessary during the school year for training purposes only, not to exceed five (5) days per year as determined by the Superintendent.

5.55 Payment to teachers for LPDC work outside the regular work day during the school year shall be paid pursuant to a supplemental salary contract (Category D). Reasonable expenses incurred by LPDC members shall be reimbursed by the Board.

5.56 No action of the LPDC shall bind the Board or the Association in any manner that may be contrary to any provisions of this Contract.

5.57 Members of the LPDC shall be indemnified for actions related to the proper performance of their duties as members of the LPDC except for malicious, willful or wanton acts.

5.58 As current literature pertaining to certification, retirement, legislation and other pertinent data is received, it will be placed in the prescribed places in each building.

Right to Representation

5.6 Members of the bargaining unit have the right to representation at a Board/Administration investigatory interview which the member of the bargaining unit reasonably believes might result in disciplinary action.

Fair Share Fee

5.7 Effective with the first business day following ratification of the Agreement and its approval by the Board, and in recognition of the Association's obligation to provide representation services for the entire bargaining agreement as the exclusive bargaining agent, the following Association security fee provisions are provided:

5.71 Payroll Deduction of Fair Share Fee

The Board shall deduct at no charge to the Association from the pay of members of the bargaining unit who elect not to become or to remain members of the BEA/OEA/NEA a fair share fee for the Association's representation of such nonmembers during the term of this Memorandum of Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

5.72 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. For those employed less than a full year, the annual fee will be appropriately prorated according to OEA's formula.

5.73 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payors

Payroll deduction of such fair share fees for the annual July to July employment year shall begin at the first payroll on or after January 15 except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until after thirty (30) days after initial employment. An employee may elect to commence earlier deductions by written authorization to the Treasurer.

B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

5.74 Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5.75 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

5.76 Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

5.77 Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

B. The Association shall reserve the right to designate counsel to represent and defend the employer;

C. The Board agrees to:

1. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,

2. permit the Association or its affiliates to intervene as a party if it so desires, and/or

3. to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and

D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

5.78 Nonmember Rights

A nonmember in the bargaining unit who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessment.

5.79 Exclusivity

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

5.791 Legal Compliance

The Association hereby assures the Board, its members, officers and administrative employees that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event the deduction of fair share fees is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

ARTICLE VI — GRIEVANCE PROCEDURES

6.1 Definition

6.11 A grievance shall be defined as any claim by a certificated staff member, the Association, or a group of certificated staff members that there has been a violation, misinterpretation or misapplication of the Master Agreement and/or written teacher evaluation procedure.

6.12 A party-in-interest shall mean the person or persons making the claim, including the designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

6.2 Rights of the Grievant and Association

6.21 The grievant may be represented at any stage of the grievance procedure by a person and/or legal counsel of his/her own choosing. Any grievance that is settled without Association representation is considered non-precedent setting. If the grievant chooses to have a representative, the Administration must be given at least 24 hours written notice of same. The administrator may also have a second party present at the hearing.

6.22 Each party-in-interest and the President of the Association shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level shall be made in writing on the formal grievance form setting forth the decision and the reasons therefor. A copy of the form shall be transmitted to each party-in-interest, and the Association President.

6.23 The Board and/or its representatives will cooperate in the investigation of any grievance.

6.24 The number of actual working school days considered in each Step is maximum unless extended by written agreement of both parties in the Agreement. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a

party-in-interest, the time limit set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable. "Days" shall mean actual working days.

6.25 No reprisals of any kind will be taken by the Board or any member of the administration against the aggrieved person, any school representative, any member of the P.R. & R. Committee, or any other participant in the grievance procedure by reason of such participation. If, in the opinion of a grievant, reprisals have occurred, the grievant may initiate a new grievance.

6.26 Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.

6.27 Grievances shall be filed at the lowest possible administrative level where the administrator has the authority to make a decision on the grievance.

6.3 Grievance Procedure

6.31 Step I (Informal)

An informal meeting initiates the grievance procedure. A grievance must be filed within twenty-five (25) days of its occurrence or it no longer exists. The parties acknowledge that it is most desirable for a certificated person and the administrator to resolve problems through free and informal communications. The certificated staff member shall indicate to the administrator during the course of informal communication that Step I of the grievance is in process. This will put the administrator on notice and will serve as a point of reference regarding the time limitations. However, should such informal processes fail to satisfy the grievant, then a grievance may proceed to Step II.

6.32 Step II (Formal)

If the grievance is not resolved through Step I, not later than ten (10) days after such informal meeting, the grievant must present his/her formal grievance by submitting a completed Grievance Report Form, Step II (See Addendum A-1), to the proper administrator. Copies of this form, showing the date of the occurrence, a statement of the nature of the grievance and provisions of the Master Agreement and/or written teacher evaluation procedure allegedly violated and the relief sought, may be submitted by the grievant or the P.R. & R. representative. Within five (5) days of the receipt of the Grievance Report Form (See Addendum A-2), a meeting shall be held between the administrator and the grievant. Either party, at his/her sole option, may be accompanied by a representative. The names and positions of the representatives shall be given to the opposite party no later than twenty-four (24) hours prior to the meeting. The administrator shall indicate his/her disposition of the grievance within ten (10) days after such meeting by completing Step II Grievance Report Form (See Appendix A-2) and returning it to all parties-in-interest and the President of the Association.

6.33 Step III (Formal)

If the grievant is not satisfied with the disposition of the grievance in Step II, or if no disposition has been made within the above ten day time limit, the grievant shall complete Grievance Report Form, Step III (See Addendum A-3), and submit the form to the Superintendent. If the Grievance Report, Formal Step III, is not forwarded by the grievant to the Superintendent within ten (10) days after the disposition in Step II, the grievance shall be considered waived. Within ten (10) days of receipt of Grievance Report Form, Step III, the Superintendent and/or designee shall meet with the grievant and his/her representatives. Each party-in-interest may have up to two (2) representatives. Within ten (10) days of this meeting, the Superintendent or designee shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step III Form (See Addendum A-4) and forwarding it to all parties-in-interest and the President of the Association.

6.34 Step IV (Formal)

If the grievant is not satisfied with the disposition of the grievance in Step III, or if no disposition has been made within the above ten day time limit, the grievant shall complete Grievance Report Form, Step IV (See Addendum A-5), and submit the form to the Board. If the Grievance Report Form, Step IV, is not forwarded by the grievant to the Board within ten (10) days after the disposition in Step III, the grievance shall be considered waived.

6.341 The Board, at its next regularly scheduled meeting or within three (3) weeks of the appeal, shall meet with the aggrieved certificated staff member and representatives (not more than three (3)) if requested, and the Superintendent or his/her designee, to review such grievance in executive session. The disposition by the Board shall be made by completing the Grievance Report Form, Step IV (See Addendum A-6), within ten (10) days of the meeting. A written notification of such disposition shall be furnished to all parties-in-interest and the Association President.

The Board may waive its right to hear the grievance at Step IV, in which case the grievant and the Association may proceed to Step V.

6.35 Step V (Formal)

If the Board waives its right to a hearing at Step IV or if the grievant is not satisfied with the disposition made in Step IV, then the Association, acting on the grievant's request, may request a hearing by an arbitrator. The Association demand for arbitration must be made within fourteen (14) days of the decision of the Board at Step IV. Failure to make a timely demand for arbitration constitutes a waiver of the right to arbitrate and the grievance shall be considered withdrawn. The selection of an arbitrator shall be made from a panel(s) of seven (7) names prepared and submitted by the American Arbitration Association in accordance with its procedures. The person so selected shall hold the necessary hearing promptly and the hearing shall be conducted in accordance with the rules of the American

Arbitration Association. The arbitrator's award shall be in writing. Decisions of the arbitrator shall be binding on the Board and the Association.

6.36 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, nor to substitute his/her judgment for an administrator's judgment as pertains to teacher evaluation.

6.37 Costs for the arbitrator and the AAA shall be shared equally by the parties. Each side shall pay its own cost of representation and witnesses.

ARTICLE VII — REDUCTION IN FORCE

7.0 A reduction in force may be implemented in accordance with O.R.C. §§3316.07 and 3319.17. Before reduction in the number of bargaining unit members would become effective, representatives of the Association and the Board shall meet to review and discuss the reasons behind consideration of such actions. The representatives will review and discuss the state of the District's finances and make a good faith attempt to reach agreement by consensus on a definition of "financial reasons" for possible reduction in the number of bargaining unit positions. The representatives will consider alternatives such as program elimination, discuss ways to provide priority to teachers on continuing contract, and try to insure that the number of persons affected is kept to a minimum by not employing replacements for those who retire, resign or take a leave of absence. If the Board plans to make reduction in force, reductions shall be achieved in accordance with the following procedures:

Attrition

7.1 The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical for professional staff members who retire, resign, die, take leave, are terminated or whose limited contracts are not renewed on the basis of performance. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other professional staff members in the system do not possess the certification and background courses of study and the position is one that needs to be filled.

Reduction Other Than by Attrition

7.2 To the extent reductions are not achieved through attrition, reductions shall be achieved in accordance with the following procedures:

7.21 Seniority shall be defined as length of continuous service beginning with the professional staff member's first contracted working day for the Bedford City Schools. Any years of professional service served on a part-time basis shall for seniority purposes be equated as a fraction of full-time service. Authorized leaves shall be used in computing length of service for the purpose of reduction in force. Beginning January 1, 1984, time on the recall list shall count toward continuous seniority.

7.211 An opening exists when a new position is created and approved by the Board or when a staff member terminates his/her service or has his/her

service terminated during the year or for the following school year and the position is not abolished by the authority of the Board.

7.212 An opening does not have to be posted if it is filled by a staff member from the recall list.

7.213 An opening does not exist if the position can be filled by a transfer and the transferee's position does not have to be filled.

7.214 An opening exists if a certified staff member takes an unpaid leave of absence which will result in an absence of more than thirty (30) days. Full contract status will begin for the replacement from the date the leave takes effect. The services of the replacement shall be terminated upon the return of the staff member.

7.22 Continuing contract professional staff members shall be suspended in accordance with the procedures for suspension of contracts as set forth in Section 3319.17 of the Ohio Revised Code.

7.23 Limited contract professional staff members will be ranked in order of seniority and released accordingly. In addition to the seniority, the following criteria may be used to determine which professional staff members will be affected by staff reduction:

7.231 Areas of study and certification.

7.232 The following specified supplemental contracts: all head high school athletic coaches — boys' and girls' sports, high school band director, high school play director, yearbook advisor and newspaper advisor who have fewer than four (4) years' experience with the Bedford City Schools.

7.24 All limited contract professional staff members shall be placed on seniority lists in each of the teaching fields the professional staff member holds certification and has taught in at some time in his/her Bedford career. A professional staff member may appear on more than one (1) teaching field list.

7.25 Any form of substitute teaching and/or hourly tutoring does not constitute time toward seniority.

7.26 Supplemental contract duties shall not be considered in the calculation of seniority.

7.27 If two (2) or more professional staff members have exactly the same length of continuous service and the same contract status, the following tie-breaking procedures shall be used. They are listed in order of priority:

7.271 Highest level of certification/licensure appropriate to the position, i.e. permanent, professional, provisional;

7.272 Previous interrupted service in the Bedford City School System;

7.273 Previous professional service in other school districts in Ohio;

7.274 Previous professional service in other school districts;

7.275 Service as substitute or tutor in the Bedford City Schools prior to current contract;

7.276 Number of graduate hours completed after bachelor's degree;

7.277 Number of undergraduate hours completed after bachelor's degree;

7.278 Number of undergraduate hours.

7.28 The continuous service of a professional staff member who has returned to employment following resignation, retirement other than disability, or other termination of employment, shall be measured from the date of return.

7.29 By March 1, the Assistant Superintendent will make available to the President of the Association a copy of the seniority lists as mentioned in Section 7.21 of this Agreement.

7.291 By April 10, the Assistant Superintendent will make available to the President of the Association a copy of the list of the professional staff members who are returning from leave and those who have been granted leaves for the coming school year. These lists shall include certification areas.

7.292 The Assistant Superintendent shall make available to the President of the Association a copy of the Reduction in Force list for the current year one (1) day before professional staff members who are scheduled to have their contracts suspended or non-renewed because of reduction in force receive their written notice of intent to non-renew.

7.293 Release notices under this Reduction in Force provision shall clearly state the reason for the contract non-renewal or suspension.

7.294 The non-renewals based on performance shall be made prior to making decisions as to which professional staff members shall be released under the Reduction in Force provision.

Recall

7.3 It shall be the responsibility of each professional staff member to keep the Assistant Superintendent's office apprised of his/her current address and certification status.

7.31 An offer of recall shall normally be communicated verbally. Verbal offers shall be confirmed in writing. If a professional staff member receives a verbal offer of reemployment or recall, the professional staff member shall have five (5) calendar days from the date of the offer to accept.

7.311 If the offer is not communicated verbally, it shall be sent by certified mail to the professional staff member's last known address. The professional staff

member shall have five (5) days from the date the offer is sent to accept; however, during June and July the professional staff member shall have seven (7) days from the date the offer is sent to accept.

7.32 Professional staff members who are reemployed or recalled from suspension, return to the system with neither loss nor gain of salary schedule placement, accumulated sick leave, and all other benefits. If a professional staff member on the Reduction in Force list is recalled, the professional staff member shall be given credit on the salary schedule for any teaching experience in a public school in the State of Ohio while on the recall list.

7.33 The right to recall is the right to be offered a position for which the professional staff member is certified and qualified before the position is filled by recalling a less senior employee or hiring a new employee. A professional staff member may waive the right to recall if:

1. the professional staff member is under contract to another school and that school will not voluntarily release that professional staff member.

2. the position offered is less than the position previously held by the RIFFED teacher.

3. The position offered is less than 120 days.

7.331 A waiver of recall shall be in writing, shall specify the position which is the subject of the waiver, and the school year for which the waiver applies.

7.332 If the professional staff member does not have the right to waiver and the offer of recall is refused, or if a timely response is not received in accordance with the times indicated above, that professional staff member shall be dropped from the recall list and the Board will have no further employment obligation to that professional staff member.

7.34 Non-renewed professional staff members shall remain on a recall list for a period of two (2) years following the expiration of their limited contract. During this time, they shall be notified of all open positions within their current area(s) of certification on file as they occur. Non-renewed professional staff members shall be recalled in the order of seniority when an opening for which they are certified and qualified occurs.

7.35 The Board shall give every consideration to qualified and certified professional staff members on the recall list when a position that requires temporary certification opens. If the Bedford-riffed professional staff member has qualifications and certification equal to outside candidates, the Bedford-riffed professional staff member will be employed.

7.36 Professional staff members on the recall list may continue their hospitalization, dental, prescription, and life insurance coverages, fully paid by the professional staff member, provided full payment is received by the Treasurer thirty (30) days in advance of the Treasurer's due date for the payment of such premiums. If payment is not received within ten (10) calendar days of the billing date, the Board shall

terminate coverage. If this provision (7.36) would result in an increase in the premium to the District, it shall become inoperative.

Reassignment

7.4 Professional staff members who have had their contracts suspended or non-renewed because of Reduction in Force should be afforded the opportunity to apply for non-certificated job openings which occur. Whenever possible, the aforementioned professional staff members shall be given priority over persons not employed by the Bedford City Schools. A professional staff member may only be considered for such a position after all qualified non-certificated people on recall have had the opportunity to apply for the position.

7.41 The Assistant Superintendent shall recommend the employment of suspended and non-renewed professional staff members as substitute teachers and, whenever possible, they will be given first consideration for substitute employment.

Notification of Professional Staff Members

7.5 As early as possible but no later than April 30, any professional staff member whose contract is to be suspended or non-renewed as the result of Reduction in Force, shall be notified in writing of his/her intended suspension or non-renewal and the reasons for the suspension or non-renewal. No professional staff member shall have his/her continuing or limited contract suspended or non-renewed effective during the school year when such reductions are the result of decreased enrollment.

Reduction in Force Transfer

7.6 On July 20, the Assistant Superintendent shall make available to all riffed professional staff members a list of all positions available for the ensuing school year.

Retirement, Resignation, and Leave Announcement

7.7 The Association strongly urges all professional staff members who plan retirement, leave of absence, or resignation to put their resignation or request in writing and submit it to the Assistant Superintendent as early as possible in the school year.

7.71 The Association strongly urges qualified professional staff members to aid administrators in filling all positions on the co-curricular extra duty list contained in the Master Agreement.

7.72 The effective date of the Reduction in Force clause for purposes of establishing seniority to employment served on a part-time basis and/or authorized leaves shall be retroactive to dates of part-time service and/or authorized leaves.

ARTICLE VIII — LEAVES

Sick Leave

8.1 A professional staff member who is ill may be absent without loss of pay in accordance with the provisions outlined below. The purpose of such absence is to protect the professional staff member and the children (from potential illness) when a professional staff member becomes ill.

8.12 No certificated staff member shall lose his/her accumulated sick leave allowance by reason of having been absent for a period without pay, nor shall he/she accumulate any additional days of allowance during his/her absence. Certificated staff members are allowed to accumulate fifteen (15) days of sick leave each school year (July 1 to June 30) to a year-end maximum of 275. Year-end accumulated sick leave shall be computed using the following formula: Beginning number of accumulated sick days for the year + fifteen (15) - number of sick leave days taken during the year, subject to the above maximum. For staff members not completing an entire year, sick leave earned will be calculated according to the following formula: Number of contract days served times fifteen (15) divided by the staff member's total number of contract days. Where five (5) days are granted pursuant to 8.14 below at the beginning of a year, they are part of the fifteen (15) days for the entire year.

8.13 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the certificated staff member's immediate family. Proof of illness, and/or death must be established to the satisfaction of the principal and/or Superintendent. When a certificated staff member is absent on sick leave, a report of such absence, signed by the certificated staff member and his/her principal, shall be filed with the Superintendent or his/her designee on the morning of the certificated staff member's return to school. The Association strongly urges all professional staff members to use sick leave in a professional and responsible manner. Falsification of a statement to support the use of sick leave is grounds for suspension or termination of employment pursuant to ORC 3319.16.

Teachers may take sick leave in partial day increments for medical appointments for the teacher and/or immediate family members. Teachers shall be encouraged to attempt to schedule medical appointments early in the morning or later in the afternoon to attempt to minimize the impact on the student day.

8.14 Five (5) days' sick leave shall be advanced to new certificated staff members who have not yet earned sick leave and to certificated staff members who have exhausted all the sick leave they have earned, provided the certificated staff member can earn said advanced sick leave during the current school year. If the certificated staff member terminates employment or cannot earn back all the advanced sick leave, the excess sick leave advancement will be deducted from final salary due at date of termination of services or at completion of current contract.

Sick leave may be used:

For immediate family for illness or injury. Immediate family shall be identified as: parent, spouse, child or member of the immediate household.

For serious illness or serious injury to brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle.
For death in immediate family. Immediate family shall be identified as: parent, spouse, child, brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle or a member of the immediate household.

For death, critical illness or accident of close friend.

Transfer of Sick Leave

8.15 A certificated staff member who transfers from another Ohio public school shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted in the Bedford City Schools. A statement of such days must be filed with the Treasurer's Office. The Treasurer's Office shall notify each new employee in writing that he/she has the right to transfer unused sick leave.

Other Employees

8.16 Provisional appointees, or those who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick absence for the time actually worked at the same rate as that granted full-time employees. (This is calculated by granting credit of one and one-fourth days (1-1/4) days with pay each month worked.)

Personal Emergency Leave

8.17 Personal emergency leave shall be granted:

Each certificated staff member shall be granted up to three (3) days of personal emergency leave with pay, each school year for the purposes identified in Section 8.172. In the event a certificated staff member is employed for one (1) semester or less, the personal emergency leave will be prorated. The teacher shall notify the principal of her/his intended use of personal leave by personal contact or phone. The principal shall establish a reporting chain in the event she/he cannot be reached. Personal leave requests may not be approved by the building secretary. If possible, the certificated staff member will give his/her principal or immediate superior twenty-four (24) hours advance notice of intention to take such leave.

8.171 When a certificated staff member is absent for personal emergency reasons, a report of such absence, signed by the certificated staff member and his/her principal, shall be filed with the Superintendent or his/her designee on the morning of the certificated staff member's return to school. Such a report shall contain a certification by the certificated staff member that his/her

absence was not in violation of the Master Agreement. The filing of a false statement by a certificated staff member shall be considered by the Board as grounds for disciplinary action.

Disciplinary action will be progressive:

First offense: A letter of reprimand will be issued and the certificated staff member may lose a day's pay for every day in violation.

Second offense: A letter of reprimand will be issued and the certificated staff member may lose up to three days' pay for every day in violation.

Third offense: A letter of reprimand will be issued and the certificated staff member may lose up to three days' pay for every day in violation, or the certificated staff member may be terminated.

Upon request, the certificated staff member will be granted a hearing prior to effectuating the disciplinary action. The certificated staff member may be represented at the hearing by a person of his/her choosing. The Assistant Superintendent will serve as the hearing officer.

8.172 Personal Emergency leave shall be used for matters which cannot be scheduled outside of regular school hours. Examples of such matters shall include but not be limited to:

Property matter or legal requirement;
Court appearance;
Road conditions making driving impossible;
Graduation exercises of member of family; or
Civic or public service.

A teacher who exhibits repeated patterns of sick leave or personal leave use may be required to provide written explanations of the reasons for her/his use of personal or sick leave.

8.173 Invalid reasons — the following are some examples which do not usually constitute valid reasons for personal emergency leave:

Gainful employment;
Making application for employment elsewhere;
Recreational purposes;
Making purchases of automobile, appliances, etc.;
Accompanying husband or wife on business trip;
Attending a fraternal function;
Immediately before or after holiday vacation periods, recesses, in order to extend these times.

8.174 The Superintendent of Schools may authorize one (1) additional personal emergency leave day. The reason for such a request will be stated in writing to the Superintendent.

Payment for unused sick/personal emergency leave

8.175 Per diem rate shall be paid for unused sick/personal emergency leave.

1. Each professional staff member is eligible for a 4 per diem pay, less ½ per diem for each sick/personal emergency day taken during the school year. After the use of eight sick/personal emergency days, no per diem will be paid.

2. Per diem as defined in 14.9.

3. Payment shall be made with the second paycheck in July at the end of each school year.

4. Involuntary legal commitments (i.e., jury duty, subpoenas in legal proceedings) shall be excluded from days absent for purposes of the payment of unused sick/personal emergency leave.

5. Any unpaid approved leave shall be included with days absent for purposes of the payment of unused sick/personal emergency leave.

8.1751 Unpaid Time-Off

On a one-time basis during the member's term of employment with the board, and regardless of the number of days that are used, a member may take time off without pay, or the absence would not need one of the reasons for the use of personal emergency leave, Section 8.17 above. A member taking unpaid time off shall be subject to the following penalties:

(i) One (1) Day of absence – deductions of two (2) days of pay at per diem rate, including the per diem Board contribution toward the cost of health insurance and retirement benefits; letter of reprimand for improper time off to be included in personnel file.

(ii) Two (2) Days of absence – deduction of three (3) days at per diem rate, including the per diem Board contribution towards the cost of health insurance and retirement benefits; deduction of substitute teacher wages and associated costs, including the employer's share of retirement contribution; and a letter of reprimand included in personnel file.

(iii) Three (3) Days of absence – deduction of five (5) days at per diem rate, including the per diem Board contribution toward the cost of health insurance and retirement benefits; deduction of substitute teacher wages and associated costs, including employer's share of retirement contribution, and a letter of reprimand included in personnel file.

Religious Leave

8.176 A professional staff member may be granted, with the approval of the building principal, up to two (2) days leave for the observance of religious holidays where total abstinence from work is required. If additional days are needed, personal emergency leave may be used.

Bereavement Leave

8.18 A professional staff member is eligible for up to three (3) days (paid) of bereavement leave per occurrence for death in one's immediate family. Immediate family shall be identified as: Parent, parent-in-law, spouse, child, brother, sister, member of household, grandparent or grandchild of the employee, or any individuals serving or having served *in loco parentis* to the professional staff member.

8.181 Use of bereavement leave does not affect the professional staff member's balance of accumulated sick leave nor the balance of personal emergency leave.

8.182 Use of bereavement leave does not affect the payment for unused sick/personal emergency leave unless the professional staff member uses more than four (4) sick/personal emergency leave days. If the professional staff member has exceeded the four day sick/personal emergency leave limit, then any eligible remaining payment will be reduced by one-half (1/2) per diem for each bereavement day used.

Parental Leave

8.2 Parental leave is without pay or benefits. The purpose of parental leave is to allow a new parent a period of time to be home with his/her child. Parental leave will be granted under the following conditions:

8.21 Professional staff members with less than two (2) years of service with the Bedford Schools are not eligible. Time spent as a leave replacement teacher does not count toward such service.

8.22 If a professional staff member is expecting the birth or the adoption of a child, he/she shall notify his/her immediate administrative superior within a reasonable time. He/she shall indicate the probable effective date of his/her requested leave of absence.

8.23 By the 30th day on FMLA leave a professional staff member will advise the Assistant Superintendent if she/he intends to take parental leave. Requests received after July 10 may not be approved for the requested date unless or until a replacement teacher is placed under contract.

8.24 The professional staff member will be allowed to teach as far into her pregnancy as she is able to perform her assignments satisfactorily.

8.25 If at a later time during the term of pregnancy the Superintendent is of the opinion that the professional staff member is unable to satisfactorily perform her duties by reason of the pregnancy, the Superintendent can request the professional staff member to provide a written statement from her physician that she is physically and mentally able to continue her service.

8.26 Parental leave may be for the remainder of the school year, and one (1) additional school year (September - June), if requested, or for one (1) full school year and an additional school year, if requested. No leave shall extend beyond two (2) full school years. For parental leaves commencing with the 2004-05 school year, a teacher is not eligible for consecutive parental leaves. Such teacher is not eligible for another parental leave unless she/he has returned and completed a full year of service. He/she may apply during that year for another parental leave to begin the following school year.

8.27 Teachers beginning employment as other than a leave replacement teacher with the 2007-08 school year shall be eligible for up to one year of parental leave as follows. After completion of FMLA parental leave the teacher has the following options:

a. return to complete the school year and then to take the following school year as parental leave or
b. to take the rest of the current school year as parental leave.

A teacher who begins FMLA leave in one school year which will be completed in the following school year will make best efforts to notify the Assistant Superintendent by June 15th of her/his intent to take parental leave for the following school year.

8.28 All professional staff members on parental leave shall receive, prior to March 1, a written notice from the Office of the Assistant Superintendent reminding them that a written request for reemployment for the following school year must be on file by March 15, the services of the person on leave shall be terminated.

8.29 Professional staff members may return to service from a parental leave at the beginning of the following school year unless a vacancy occurs at an earlier date in which that person is qualified.

8.30 A professional staff member returning from parental leave shall retain his/her status on the salary schedule and shall be positioned where qualified and certificated. The professional staff member will, however, be subject to the "Reduction in Force" policy.

8.31 A professional staff member who has been granted parental leave shall not be exempt from the provisions of the R.I.F. policy.

Legal Commitments and Transactions

8.32 Any professional staff member called for physical examination for induction into the Armed Forces and is absent due to this shall not be deprived of pay or charged to his/her sick absence allowance.

8.33 A professional staff member who is not party to a court case or administrative hearing who is subpoenaed to appear in court or at the hearing during normal working hours shall be paid his/her full salary, provided such appearance is not in connection with an action against the Board. However, an appearance in an action against the Board may be approved at the discretion of the Superintendent.

8.34 A professional staff member who is party to a court case or administrative hearing during normal working hours shall be paid his/her full salary, if absence is approved by the Superintendent or his/her designee.

8.35 A full-time professional staff member may keep his/her regular compensation, and the remuneration received by him/her for service as a juror may be kept by the professional staff member.

Military

8.4 A military leave of absence without pay shall be granted to any regularly appointed professional staff member who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the Armed Forces of the United States. Tenure status is not required.

A professional staff member who is on a limited contract and is returning to employment from military service, shall be regarded as retaining the period of probationary service achieved prior to his/her military service.

8.41 Professional staff members on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. The Board reserves the right to give or to withhold increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained by professional staff member but shall not accrue or accumulate during military service.

8.42 A professional staff member returning from military leave shall be positioned where he/she is qualified and certificated. Every effort by the Superintendent will be made to match his/her new position with the one previously held. It is anticipated that a professional staff member would return from leave at the beginning of a semester; however, if a suitable vacancy arises at some other time during the year, he/she may be assigned to that vacancy.

8.43 Absence for temporary military service will be administered in accordance with the O.R.C. §5923.05.

Professional Purposes

8.5 Professional staff members may be permitted to visit another school, or attend local, district, state, regional and national meetings or conferences of a professional stature with approval of principal and/or Superintendent.

8.51 Reimbursement for such expenses incurred while in attendance of the above stated professional absences shall be made through proper procedural channels. The day

preceding or following any vacation period shall not be taken for this absence without prior approval of the principal and/or Superintendent. Guidelines for requests to attend professional meetings are listed in the Board Policies Handbook.

Sabbatical Leave for Professional Study, Travel or Research

8.6 A professional staff member who has completed five (5) years of service may, with the permission of the Board and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions: The professional staff member shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The request for the leave shall be submitted prior to April 1. The professional staff member may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the professional staff member has completed twenty-five (25) years of teaching in this state.

8.605 A teacher with three or more years of service with the District working on an advanced degree in an area of current or projected certification/licensure may apply for an unpaid leave of absence for one (1) year, renewable for one added year upon application. During such leave the teacher is not eligible for paid fringe benefits, and shall not accrue salary schedule step progression but shall accrue seniority. The teacher who intends to return to duty following such leave must submit written notice of such intention to the Assistant Superintendent by March 1 of the year preceding such return. Such leave may not precede, follow or be concurrent with any other leave, exclusive of approved sick leave.

8.61 All professional staff members on professional leave shall receive a written notice from the Board prior to March 1 reminding them that they have until March 15 to render a decision regarding their employment status during the coming school year.

8.62 The Board may not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than five (5) percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the professional staff member's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any professional staff member more often than one (1) for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave. The professional staff member retains tenure, retirement rights, hospitalization, and position on the salary schedule.

Health and Hardship

8.7 Leave of absence without pay may be granted for one (1) semester or one (1) year to any continuing contract professional staff member who gives to the Superintendent detailed information indicating family or personal hardship. Said leave may be renewable upon application.

Public Service Leave

8.8 A leave of absence without pay may be granted for one (1) year, renewable upon application, to any professional staff member for the purpose of campaigning for or serving in a public office or serving as officer for NEOEA, OEA, or NEA.

Federal Family and Medical Leave Act

8.9 Professional staff members have rights and responsibilities under the Federal Family and Medical Leave Act. The BEA and the Board will share the responsibility of making all professional staff members aware of the provisions under this Act. The Board will develop appropriate forms to assist professional staff members in exercising these rights and responsibilities. Where FMLA is requested due to childbirth or adoption, a physician's statement confirming the pregnancy or a letter confirming the impending adoption shall accompany the request.

ARTICLE IX – SEVERANCE PAY

9.1 The Board shall grant a severance payment based on unused accumulated sick leave days of a certificated staff member if both of the following requirements are met:

1. Any of the following circumstances occur:

   a. The staff member:

      i. Expresses to the Board in writing his or her intent to terminate employment on account of retirement;

      ii. Files a copy of his or her retirement application with the Treasurer of the Board;

      iii. Retires under age and service retirement or disability retirement under State Teachers Retirement System, School Employees Retirement System or Public Employees Retirement System; and

      iv. Shows proof of retirement to the Treasurer.

   b. The staff member: submits a written letter of resignation to the Board and resigns from the district after twenty-five (25) or more consecutive years of service with the Bedford City Schools.

   c. The staff member submits a written letter of resignation to the Board and resigns from the district after attaining age fifty-two (52) and has twenty (20) or more consecutive years of service with the Bedford City Schools.

   d. The staff member terminates employment on account of death.

2. At the time of the staff member's retirement, resignation or death, the staff member had not previously received severance pay from the Board or another Ohio school district.

For purposes of clauses 1.b and 1.c above, authorized leaves shall be used in computing length of consecutive service.

In the case of a death of the staff member, if the staff member was married at the date of his or her death, payment shall be made to the surviving spouse; and if there is no surviving spouse, payment shall be made to the deceased's estate.

9.2 The amount of the severance payment shall be determined by multiplying the per diem rate of contracted pay, at retirement, resignation or death by the unused allowable accumulated sick leave days as follows:

1. The per diem rate is defined in 14.9.

2. Payment shall be determined by multiplying the per diem rate of contracted pay at the time of retirement by the total number of accumulated sick leave days up to but not exceeding thirty (30) days for the 2010-2011 school year, thirty-five (35) days for the 2011-2012 school year, and forty (40) days for the 2012-2013 school year. Certificated staff members who have accumulated days in excess of thirty (30) shall receive payment determined by a ratio of one (1) day for every ten (10) days, or fraction thereof, of accumulation for all days in excess of thirty (30). The maximum number of sick days to be used in the calculation of severance pay shall be two hundred sixty (260) days.

9.3 Severance pay may be withheld by the Board until all debts and obligations of the certified staff member due the Board are discharged. Otherwise, the severance payment shall be paid in January of the year following the effective date of retirement, unless an earlier payment date is required to be made to a deferral plan as is provided under Section 9.6 below.

9.4 Severance pay shall be subject to all deductions mandated by law. Severance pay shall not be subject to credit union payments or any other payroll deductions that may have been authorized by the certificated staff member. Severance pay may be paid to a plan on behalf of a staff member or deferred by a staff member in accordance with Section 9.6 below.

9.5 Upon payment of the severance pay to the certificated staff member, all accumulated sick leave shall be cancelled.

9.6. Severance Pay Deferral Plans and Elective Deferrals of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "403(b) Accumulated Leave Plan" (the "403(b) Plan") with terms that comply with the requirements of this Section 9.6.

2. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any staff member who is entitled to severance pay pursuant to Section 9.1 above and is retiring or terminating employment at or after attainment of age 55.

b. If a retiring staff member is a participant in the 403(b) Plan, in lieu of the staff member receiving a cash payment of severance pay under Section 9.1, an employer contribution shall be made on his or her behalf to the 403(b) Plan in an amount equal to the lesser of:

i. The total amount of the Participant's severance pay that is payable to the retiring employee under Section 9.1, or

ii. The maximum contribution amount allowable under the terms of the 403(b) Plan.

c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Section 9.3 above.

d. To the extent that a staff member's severance pay exceeds the maximum amount allowable under the 403(b) Plan. If there is any remaining excess, it shall be paid in to the 403(b) Plan in subsequent calendar years.

e. A staff member who is a participant in the Plans shall complete a plan sponsor enrollment package prior to retirement; and unless and until a staff member does so, no contribution of severance pay shall be made to the Plans on behalf of the staff member.

f. If a staff member has retired or terminated, is entitled to have a contribution paid to the Plans, and dies prior to such contribution being paid to the Plans, the contribution shall nevertheless be paid to the Plans and then be paid to a Beneficiary of the staff member in accordance with the terms of the Plans.

g. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

3. Any staff member who is entitled to severance pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with the preceding provisions of this Article IX. The staff member may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") if it is permitted under applicable law and Board policy. The determination of whether deferrals to a TSA are permitted under applicable law shall be made by the Treasurer. The Treasurer may rely upon legal counsel of the Board for this purpose. No deferrals are permitted to be made to plans that are intended to be tax-qualified under Internal Revenue Code Section 457(b).

4. All contributions to the Plans, all deferrals to a TSA, and all check payments to staff members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the Plans, deferrals to a TSA or check payments made to a staff member.

9.7 A teacher who submits written notice of retirement by March 15 shall be entitled to place all or a portion of her/his severance payment into a tax-deferred account, subject to the requirements of federal law. For this purpose, the teacher will be credited with receipt of

her/his severance payment on the day preceding her/his last day of active employment. Such teacher shall receive, in addition to the amounts set forth in section 9.14 above, an early notice incentive in the gross amount of $750.00 for the 2010-2011 school year, $850.00 for the 2011-2012 school year, and $1,000.00 for the 2012-2013 school year.

ARTICLE X — TEACHING ASSIGNMENTS

10.1 The Board shall seek to employ only those members of the professional staff who possess the minimum of a Bachelor's degree and the necessary qualifications for a one year Vocational, Provisional, Professional or Permanent certificate, or teaching licenses. Exceptions to this policy are as follows:

10.11 Prior to the close of school each year, professional staff members, other than newly-appointed and substitute teachers, shall be notified in writing of their tentative programs for the coming year including the schools to which they will be assigned and the grades and/or subjects they will teach. Professional staff members affected by any subsequent changes in assignment shall be consulted and termination of contract permitted without penalty.

10.12 It is the responsibility of each professional staff member to maintain all areas of certification/licensure to which she/he is currently assigned. Professional staff members are employed and assigned on the basis of their area of teaching competency. Professional staff members shall not be assigned outside the scope of their teaching certification and their major or minor field of study except temporarily and for good cause.

a. The Board will pay the fee for any added area of certification/licensure it requests a teacher to obtain. The Board will pay the fee for any area of certification/licensure it asks the teacher to renew/maintain in which she/he is not currently assigned.

b. A teacher who intends to drop one or more areas of certification/licensure to which she/he is not currently assigned must provide notice of that intent by completing the relevant portion of the Request for Reassignment and Certification Declaration form and submitting same by January 30th.

c. Beginning with those who commence employment with the 2001-02 school year, teachers must maintain all areas of certification/licensure held at the time of initial employment for five (5) years following initial employment.

10.13 As vocational education programs expand there may be exceptions. Culinary arts, may be an example, for which there are limited or no professional training programs. Administration will, upon request, notify the Association of the recruitment efforts made for such positions.

10.14 Any professional staff member whose certificate/license will expire by the following September will be notified by January 1 of the current school year. It is the professional staff member's responsibility to get the certificate/license to the Office of the Assistant Superintendent where a duplicate copy will be made.

Secondary Counselor Assignments

10.2 The ratio of pupils to full-time counselors at the secondary level should not exceed 300 to 1. Because of the nature of the counselor's work, the Board may require a counselor's school year to precede the regular professional staff member's contract year and extend beyond the regular professional staff member's contract year. The stipend for extended time shall be paid at the professional staff member's per diem rate.

Pupil Services

10.25 In addition to Secondary Counselors, the Board will make every effort to provide adequate student services which may include counselors, psychologists and speech/language pathologists at all levels Pre K-12.

Extra-Pay Assignments

10.3 Extra-pay assignments are those conducted outside of the professional staff member's contractual school day or contractual school year. These assignments shall not be obligatory but offered only to those professional staff members who are willing to assume the responsibility. Extra-pay assignments are ordinarily offered to those professional staff members who have exhibited an interest in and demonstrated the ability to conduct them.

10.31 By May 15 the administration will provide all teachers via email a list of all supplemental positions to be filled for the following school year. Further emails will be sent to all teachers as needed throughout the year after a new position is created or an existing position becomes vacant and will be filled. Teachers interested in the position shall provide a resume and submit an expression of interest to the Director of Athletics and Student Activities. Emails will be sent to advise of actions to fill supplemental contracts.

Publicizing Openings for Extra Assignments

10.4 When a vacancy exists for an extra-duty assignment, the principal of the building in which the vacancy exists will so notify the Assistant Superintendent, who will, upon learning of the vacancy post appropriate notices in all secondary buildings when the vacancy is a secondary one, in the elementary building where the vacancy occurs when the vacancy is an elementary one, and in all buildings when the vacancy is not limited to elementary or secondary.

10.41 The Assistant Superintendent will maintain a current listing, by category, of those professional staff members who wish to be considered for extra-duty assignments. As vacancies occur, he will notify, via inter-school communications, those professional staff members whose names appear in the category of the vacancy. When the vacancy occurs in the summer (vacation) months, notification of vacancy will be made, via mail, to those professional staff members on the list whose names occur in the category of the vacancy.

Relocation of Professional Staff Members

10.5 Relocation of professional staff members may be necessary to accommodate enrollment, to meet instructional requirements, to maintain a balance of experienced professional staff

members on a particular staff, to honor the wishes of professional staff members for service elsewhere in the system, to provide a better opportunity for professional growth or for other reasons. Where practical and feasible, no vacancy shall be filled before it has been posted as specified in this Agreement for seven (7) calendar days.

Professional Staff Openings During the School Year

10.6 When a position is created and approved by the Board and/or a professional staff member requests termination of service during the school year or for the following school year, these professional staff terminations or newly created positions will be listed in the report to be distributed at least monthly throughout the calendar year to the entire professional staff; and further, while school is in session, all job openings will be posted on the bulletin boards of all schools.

10.61 Notification of all available certificated positions will be made through posting in prescribed places in the buildings: in elementary schools, on bulletin boards in the offices; in secondary schools, near the professional staff members' mailboxes. During summer months, they will be posted in the Administration Building. Openings will also be listed in the publication issued to each professional staff member including a mini-notice with the summer paychecks.

10.62 Any qualified staff member may apply by formal application or by letter for any position without giving reasons. In filling a vacancy, the Board agrees to give weight to the personal background and professional attainment as well as other relevant factors of all applicants. The decision of the Board as to the filling of vacancies shall be final.

10.63 As current literature pertaining to certification, retirement, legislation and other pertinent data is received, it will be placed in the prescribed places in each building.

Requests for Reassignment

10.7 Between January 1 and January 15 of each year, certificated personnel will receive a Reappointment Request Form. This form provides the professional staff members an opportunity to state the subjects or grade level, and in which building in the school system they prefer to teach the following year.

10.71 If a professional staff member would prefer an assignment for the following year other than the one indicated on the tentative assignment notice at the close of the school year, the professional staff member may file a request for a change of assignment with the Assistant Superintendent and/or building principal within five (5) days after the receipt of notice. This request will indicate the professional staff member's preferred assignment.

Summer School

10.8 Application forms for summer school will be available in the principal's office after March 15. Summer school applications must be submitted to the officer in charge of summer school by May 1.

10.81 If possible, the summer school staff shall be selected by May 25. Summer school positions should be filled by professional staff members under contract with the Board. In the event applicants from the Bedford City School District are not available, teachers from other districts may be used to fill summer school positions. All applicants from Bedford School professional staff members for summer school employment shall receive notification by May 30 from the summer school principal.

That they are appointed to a position; or
That there is a possibility for appointment at a later date; or
That they will not be appointed during the current summer.

Adult and Community Education Program

10.9 Application forms may be obtained from the principal's office. Applications for the Fall term must be submitted by June 1. Applications for the Winter term must be submitted by October 1, and for the Spring term by February 1.

10.91 All applicants from the Bedford School professional staff members for evening school positions shall receive notification by:

Fall term	-	August 1
Winter term	-	November 1
Spring term	-	March 1

From the coordinator of the adult and community education program:

That they are appointed to a position pending sufficient enrollment; or
That they will not be appointed during the current term; or
That there is a possibility for appointment at a later date.

ARTICLE XI — CURRICULUM

Curriculum Development

11.1 A request for curriculum development (a change in present Program of Studies, graded course of study, and/or curriculum guide) may be initiated by any person presenting a valid question, need or idea for improvement to the appointed team leader, building principal, supervisor or Director of Instruction.

11.11 Curriculum development consists of:

Evaluation, review and change in existing curricula;
Adopting new teaching materials and/or textbooks;
Development of new instructional programs.

Curriculum Changes

11.2 Before a proposed change in the curriculum can be accepted, the department and/or grade level professional staff members affected will have the opportunity to meet as a group with

the appropriate school administrators to give input and make recommendations about changes. Notice of the meeting and an agenda for the meeting will be available at least three (3) workdays prior to the meeting.

A curriculum advisory committee shall be created composed of two teachers from each building and the curriculum personnel. The committee shall operate by consensus. The committee shall meet by the end of the school year to discuss which programs are effective and make recommendations to the Assistant Superintendent on which programs most appropriately meet the needs of the students. Additional meetings shall be held as needed.

11.21 A graded course of study shall be considered complete when it contains the required sections and is approved by the administration, and the Department of Curriculum and Instruction, and the Board.

11.22 All actions regarding changes in curriculum and/or the development of graded courses of study shall result in recommendations to the Superintendent of Schools for evaluation and presentation to the Board for its consideration in exercising the authority granted to it under Ohio law to establish curriculum.

11.23 Compensation for major curriculum development shall be determined on a project basis between the professional staff member(s) and the Superintendent or his/her designee, subject to the approval of the Board. Compensation for major curriculum development projects shall be on the basis of $90 per day (six (6) hours per day on premises). Personnel, such as team leaders, may be involved in a major curriculum development that would not require they be given additional compensation.

Academic Freedom

11.3 It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional staff member and student is encouraged.

In the spirit of academic freedom, professional staff members will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study.

11.31 The professional staff member is responsible for exercising sound judgment in selecting for discussion those issues within his/her teaching assignment deemed relevant to the maturity and understanding of the students involved. Programs dealing with controversial issues will be cleared with the principal to assure maximum professional staff support.

In-service Programs

11.4 Selected in-service programs may be approved for reimbursement by the Superintendent of Schools at the substitute rate in effect per six (6) hour work day or hourly per diem rate. Requests to the Superintendent for reimbursement may be made by administration or by joint teacher/administration in-service planning committees. (This does not pertain to regularly contracted salary days.)

ARTICLE XII — INSTRUCTION

Philosophy

12.1 The Board and the Association acknowledge that a professional staff member's primary responsibility is to teach.

School Day

12.2 Any change in the daily time schedule will be negotiated with the faculty involved or will be negotiated with the Association P.N. Committee.

12.21 Changes within the teachers' daily time schedule for the purpose of improving instruction can be decided at the building level with involvement of a representative committee of the staff, with support of 51% of the faculty, with endorsement of the building principal, and with approval of the superintendent.

Pupil-Teacher Ratio

12.3 The parties recognize that optimum school facilities for both students and professional staff members are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the professional staff member is to teach and the organization of the school day should be directed to ensuring that the energy of the professional staff member is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an educational program, the parties agree that pupil-teacher ratio should be lowered wherever practical.

12.31 The Board believes it is a desirable goal at the class level K-5 to have no more than twenty-four (24) students per class; and at the class level 6-12, no more than thirty (30) students per class, exclusive of areas such as Physical Education, Band and Choral Groups, and except for class sizes mandated by State law.

12.32 Placement of special education students shall occur in accordance with state and federal law. It is strongly recommended that the Building Principal keep the size of the inclusion classes smaller than the size of the non-inclusion classes.

Class Load

12.4 Secondary - The Board and the Association recognize that it is the desired goal that no secondary professional staff member have more than six (6) class assignments or more than three (3) preparations.

12.41 Elementary Special Area Teachers - A class load of nine (9) classes for vocal music and physical education teachers and five (5) classes for art teachers is a desirable goal. No special teacher shall be required to teach in more than two (2) buildings per day.

12.411 For the purpose of this item, special area professional staff members are those professional staff members teaching elementary art, physical

education and/or general music in elementary schools not including the middle school.

12.42 Every effort shall be made to interrupt the class schedules of Physical Education, Art and Music teachers for periods of not less than five (5) minutes on a frequent basis consistent with scheduling needs and demands of other teachers and students so that continuous teaching for special area teachers is minimized.

12.43 Secondary Planning

Each full time secondary teacher shall receive one planning period per student day; the planning time shall be pro-rated for part time teachers.

Elementary Planning Time

12.5 Each elementary professional staff member (including those special elementary teachers listed below) will have a minimum of 225 minutes planning time per week with at least one-half (1/2) hour of continuous planning time per day exclusive of the state-mandated one-half (1/2) hour of uninterrupted lunch period for the teachers.

12.51 Non-scheduled instructional time before and after the student school day in the elementary school will not be counted toward the 225 minutes of planning time per week for elementary classroom teachers.

12.52 For the purpose of this item, classroom teachers do not include special area elementary teachers such as art, reading, physical education, music, guidance, Specific Learning Disabilities (SLD), and gifted. Planning time for those teachers, although usually scheduled during the student day, may be scheduled prior to the student day, if special circumstances exist. Planning may not be scheduled during the 30 minutes uninterrupted lunch nor during travel time. Special area and traveling teachers shall be assigned duties in a manner which is equitable with that assigned to regular classroom teachers. The building principal will make every reasonable effort to schedule such teachers for 30 consecutive minutes of planning time during the teacher work day. Each year, one special teacher from each area (art, music and physical education) shall meet with the building principals to review and discuss scheduling options for special area teachers. The building principal has the option of reducing elementary art classes by 5 minutes, provided the remaining provisions of this section are satisfied. Planning for the purpose of this section includes teachers of the pre-kindergarten, kindergarten, first, second, third, fourth, fifth, and sixth grades, and teachers of the Developmentally Handicapped (DH), Multiple Handicapped (MH), Severe Emotional Disturbance (SED), and Severe Emotional Disturbance (SED) students.

12.521 On the last student day each year, elementary students (Pre-K through 6) will be in attendance one-half (1/2) day. The afternoon will be dedicated to completion of all required records and reports related to the students' proficiency/standardized testing and cumulative folders.

12.522 Traveling Teachers
Travel time for teachers who are assigned to more than one building during a school day shall be in increments of 30 minutes. Traveling teachers shall

be assigned duties in a manner which is equitable with that assigned to regular classroom teachers. The building principal will make every reasonable effort to schedule such teachers for 30 consecutive minutes of planning time during the teacher work day. Each traveling teacher shall be assigned a home school for purposes of meeting attendance. Traveling teachers shall equitably distribute parent-teacher conference times among assigned buildings to a total of 6 hours for each release day. The Assistant Superintendent shall make every effort to identify the home school by the end of the first full week of school and shall insure that start and ending times are equitable. Under Section 12.83, each traveling teacher shall be expected to attend open house in each building to which she/he is assigned. A traveling teacher may be scheduled to attend a meeting at other than the home school with advance notice to the traveling teacher and the home school principal.

Inclusion Handbook

12.53 An Inclusion Handbook will help staff members and administrators to understand the responsibilities and expectations that will result and continue to unfold. Information in such handbook will include but not be limited to: common planning time, in-service training, communication, and involvement of classroom teacher assistants.

12.531 All professional staff members employed by the Bedford City School System that are interested will be inoculated with the hepatitis B shots as prescribed by the medical community. The Board of Education shall incur the expense of these shots only if they are taken in sequence to completion.

Lesson Plans

12.6 Lesson plans are to provide sufficient, specific information for a substitute to carry on the daily classroom tasks and to require adequate planning by the professional staff member. Administration will not require a uniform format for lesson plans. This is not to be interpreted to preclude the indication of desired content.

12.61 Administrators who require professional staff members to hand in weekly lesson plans will review the plans and indicate in writing whether or not the plans are acceptable. Unacceptable plans will be so marked with suggestions for improvement.

After School Meetings/Teachers' Meetings

12.7 Professional staff members may be required to remain after school for attendance at the following meetings:

a) General staff meetings or other meetings called by the Superintendent;

b) Building meetings called by the principal;

c) Subject area groups, grade level groups or special groups authorized by the Superintendent.

The above meetings labeled (a) and (c), which require a delayed start to accommodate differences in building time schedules shall start no later than fifteen (15) minutes after the end of the student day of the building with the latest dismissal time. No professional staff member will be required to attend more than two (2) of these meetings with a delayed start per semester. Attendance at these meetings may not be required beyond one and one-half (1-1/2) hours.

Where possible meetings at the building level will be held during the regular teacher work day. The BLT is authorized to establish a flexible start/end time for the teacher work day to accommodate meeting times normally held outside the teacher work day, provided the total length of the teacher work week will not be reduced by such arrangements and that no student instructional time will be lost. Where not all faculty are expected to attend a pre or post student day meeting, the student supervision duties for that day may be rotated to those not required to attend.

12.71 These requirements shall not exceed two (2) meetings per week or four (4) meetings per month, except that in the case of emergency, a fifth meeting may be called in any one (1) month. Additional required meetings will be held during school hours. A teacher unwilling to attend meetings beyond those set forth in this section 12.7 will not be negatively evaluated for the exercise of such rights.

12.72 Meetings will be organized effectively with an agenda distributed to the participants at least one (1) day prior to the meeting, unless an emergency develops which relates to the safety or welfare of students or professional staff. Any items arising from meetings on the same day may be included on the agenda.

12.73 Every effort will be made to avoid regularly scheduled meetings at the same time as regularly scheduled Association General Meetings or a regularly scheduled Association Executive Committee Meeting.

12.74 Services on committees, etc., shall be at the option of the individual professional staff member but the Board and Association encourage active participation at such meetings as part of the professional staff member's professional responsibility.

12.75 Selected extended committee work may be approved for reimbursement by the Superintendent of Schools at the substitute rate in effect per six (6) hour workday or hourly per diem rate.

12.76 Meetings with parents will be arranged with consideration of the teacher's schedule and other commitments and will be scheduled during regular work hours when possible. The BEA and the Board recognize that meeting with professional colleagues and parents regarding the identification, evaluation, development, implementation and modification of educational programs for students must be conducted and completed to insure compliance with state and federal law.

Parent-Teacher Conference Time

12.8 The Board and teachers in the Elementary schools (pre-K-6) will use two (2) 'one-half (1/2) days' each semester for parent-teacher conference time. Parent-teacher conferences may be held in the evening and shall be scheduled for specific times at the elementary

buildings; parents will be encouraged to schedule in-person conferences. All dates, times, and security arrangements for the scheduling of parent-teacher conferences shall be mutually agreed upon between building principals and the professional staff of the buildings, shall avoid conflicts with other school conferences, and shall be approved by the Superintendent. Teachers shall be present at conferences for a total of 6 hours to qualify for the compensatory day. Conferences shall be scheduled to provide sufficient time for discussion of the student's performance. Parents who need additional time to discuss the student's performance will be advised by the administration that they may contact the teacher by phone or email for further discussion. If a parent/guardian does not appear for a scheduled conference, the teacher will make contact with the parent by phone or preprinted post card (provided by the administration) or letter or email.

12.81 The Board and teachers in the middle school and high school will use two (2) 'one-half (1/2) days' (or their equivalent) during the school year for parent-teacher conferences. All dates, times, and security arrangements for the scheduling of parent-teacher conferences shall be mutually agreed upon between building principals and the professional staff of the buildings, shall avoid conflicts with other school conferences, and shall be approved by the Superintendent. Parent-teacher conferences may be held in the evening; parents will be encouraged to schedule in-person conferences. Teachers shall be present at conferences for a total of 6 hours to qualify for the compensatory day. Conferences shall be scheduled to provide sufficient time for discussion of the student's performance. Parents who need additional time to discuss the student's performance will be advised by the administration that they may contact the teacher by phone or email for further discussion. If a parent/guardian does not appear for a scheduled conference, the teacher will make contact with the parent by phone or preprinted post card (provided by the administration) or letter or email.

12.82 SLD resource room teachers, SLD small group instructors and DH, MH and SED teachers will be given seventy-five (75) minutes release time per assigned student for the purpose of planning and/or holding IEP conferences and $20.00 per year per assigned student. For the purpose of determining released time, each student will be assigned to one teacher. During the months of February, March, April and May, any Special Education teacher may request additional time of the Director of Pupil Services. As well, the Special Education teacher, with notice to the building principal, may forgo attendance at up to three (3) hours of department/grade level meetings during the months of February through May and use that time to plan and/or hold IEP conferences. In addition a teacher serving as case manager will be paid $20.00 for any IEP she/he writes for a student added to her/his caseload during the school year.

No more than four (4) release days may be used for the purpose of planning and/or holding IEP conferences. This in-district release time will be planned by the teacher and the building principal with consideration given to building and district schedules. Substitutes will be hired to cover class time.

12.82.1 Speech/language pathologists will receive $20.00 per IEP written, for a maximum of ten (10) students totaling no more than $200.00 of compensation. The IEP compensation will be provided for speech only students.

12.82.2 Alternate Assessments

Case managers for one or more students receiving alternate assessments will be trained early in each school year on compiling alternate assessment data on an ongoing basis over the course of the school year. Teachers primarily responsible for compilation of alternate assessment reports may request that the Director of Pupil Services authorize release time for the compilation of alternate assessment reports.

Open House and Evening Activities

12.83 The teachers will attend one (1) 'open house' at all levels Pre K - 12 during the first semester on which day school will be open with pupils in attendance for one-half (1/2) day with variation where necessary to accommodate bus schedules. Teachers working in more than one (1) building must attend all open houses, and will receive one-half (1/2) day released time for each open house attended. In recognition of Professionalism and the support of our students, K - 8 teachers are encouraged to attend one (1) evening music program for their class in their building and high school teachers are encouraged to attend high school graduation.

Spot Substitution

12.9 When a professional staff member is requested by an administrator to assume the responsibilities of teaching a class in lieu of a substitute teacher, the professional staff member shall be paid $20 per period at the secondary level (grades 7-12) and $5.00 per ten (10) minute planning period in grades PreK - 6 or be allowed compensatory time arranged through the administrator; provided that only one (1) day of compensatory time may be taken by each employee each school year to be taken only as a full day prior to June 1. Every six (6) spot substitutions or 240 minutes of spot substitution equals one compensatory day. No professional staff member can earn payment or compensatory time for other than his/her regularly scheduled planning period. Guidance counselors and librarians will not be compensated for more than one (1) spot substitution per school day. The professional staff member accepting spot substitution agrees to make up the lost preparation period on his/her own time prior to the next school day. Each principal shall keep accurate records and inform the Treasurer when reimbursement is due.

Guidelines for spot substitution shall be made available to all professional staff members at the beginning of each school year.

Split Classes

12.901 Where a class is split among a group of teachers, each teacher shall receive $20 per day for covering a portion of such a split class. Such teachers also may be eligible for spot sub pay in the event she/he assumes a spot sub assignment under section 12.9 above.

12.91 When allowing for compensatory time or when computing the rate of pay for spot substitution, the rate will be made on the basis of one (1) period equals one-sixth (1/6) of a day and a period is defined as 40 minutes in the elementary school and such minutes are cumulative.

12.92 Payment for spot substitution shall be made twice, January and June, per year. A professional staff member may elect not to take payment and carry over time from January to June but not from one school year to the next. The records shall be open to inspection by professional staff members during regular school hours.

12.93 Permission for professional and compensatory time leave shall not exceed eight (8) percent of all licensure areas of the teachers in a building or fifty (50) percent of a single department. Additional leave may be granted, at the discretion of the principal.

Instructional Improvement Day

12.94 The equivalent of one (1) day during the year will be scheduled as an Instructional Improvement Day (IID).

12.95 An Instructional Improvement Day shall be defined as a day when all professional staff members are in full session without students, for the purpose of the improvement of instruction and/or performance. The date of the IID will in no way change or conflict with those days or times established as non-student/teacher workdays or times, nor will it involve any more than the presently negotiated number of contract days.

12.96 The date for IID shall be determined at the time the calendar for the school year is developed.

12.97 Program ideas and recommendations for consideration by the Professional Development Council shall be generated by the faculty and administration at the individual building and/or central office and may include any one (1) or combination of the following:

System-wide concerns
Subject matter meetings
Instructional innovations
In-service training programs
Evaluation sessions
Department/grade level meetings
Human relations

12.98 Where advisable, the program may involve both intra and inter-school activities in any of the above areas.

The Association strongly recommends that IID be used for inter-building meetings.

12.981.1 On an annual pilot program basis, Students will not be in attendance on "open house" day. Instead the period from 8 a.m. to noon shall be devoted to meetings for professional development/collaboration. In addition, students will be released early one day during each of the second, third and fourth grading periods, with time following student release devoted to meetings for professional development/collaboration. Such meetings will be considered one of the monthly meetings under Section 12.7 and so may extend for one and one-half hours beyond the

end of the regular day. The principal may use the first 30 minutes of the early release time for a building meeting.

12.981.2 The development of the professional development/collaboration programs here and in section 14.23 below shall be agreed upon by the principal(s) and faculty(s) involved and approved by the Superintendent. Such meetings should be a collaborative effort of teachers, staff and principal. Each May representatives of each building selected by the building leadership team (no more than 3 from each building) plus the building administrator will meet to evaluate the success of the pilot program and may agree to continue or modify the pilot for following years. Decisions shall be made by consensus. Absent an agreement to continue or modify the pilot for the following year, the calendar will revert to that in effect during the 2004-05 school year.

Mentorship Program/Entry Year Program

12.99 A Board approved Mentorship/Entry Year Program will be implemented. Any changes in the Mentorship/Entry Year Program shall be negotiated by a committee of six (6) members, three to be appointed by the BEA President and three by the Superintendent of Schools. Each party shall be free to appoint its own representatives to the committee. The Committee shall meet on an as needed basis as determined by either party. Any required changes in contract language shall be ratified and approved by the parties in accordance with their normal processes.

Peer Coaching Program

12.992 A Board-approved peer coaching program will be implemented. The purpose is to improve the instructional skills of tenured professional staff members.

The relationship between the coach and the professional staff member will be built on trust and mutual respect. The relationship is intended to be non-evaluative and non-threatening in nature.

Participation in the peer coaching program will be voluntary, and may or may not stem from the evaluation process.

The professional staff member will select his/her coach from among the professional staff, or with the help of the building principal if so requested.

The principal will facilitate the opportunity for classroom observations between the coach and professional staff member by arranging for substitute teachers or appropriate released time.

In-service training may be arranged for the peer coach.

Limitations may be placed on the number of participants by the building principal based upon the time and resources available.

Teacher-Student-Parent Relationships

12.993 Today's society presents professional staff members, students, and parents with many challenges. One way to address these challenges is for each building staff to emphasize a caring and supportive approach in the day-to-day working relationships with students and their families. To sustain this goal, the Building Leadership Team will work together to collaboratively develop a plan to maintain and improve these teacher-student-parent relationships at the building level. The plan should promote a positive learning environment and a spirit of trust and cooperation between the home and the school. The plan, developed collaboratively by teachers and principals at each school site each year, should include, but not be limited to, the following elements:

1. the goal(s) of the plan as it relates to the teacher-student-parent relationships;

2. tentative activities which will be implemented;

3. a timeline for action; and,

5. the procedure by which the plan will be evaluated.

The plan should be submitted to the superintendent by October 15, and the final evaluation should be completed and submitted to the superintendent by May 31. This plan will carry over from one calendar year to another.

Technology

12.994 The administration shall provide adequate training in new technology to teachers and will build capacity to provide technical support in each building as new technology is added. Teachers shall be compensated for training in the use of technology in accordance with the Master Agreement. New technology programs shall be introduced on a voluntary basis and piloted and evaluated by the members of the Association bargaining unit and administration. When the piloting, evaluating and training process is completed, BEA will encourage the use of adopted technology by all members.

ARTICLE XIII — TEACHER RIGHTS AND RESPONSIBILITIES

Professional Obligations Beyond Classroom Duties

13.11 Many activities other than those found in the classroom are necessary if an educational institution is to meet all the needs of students. Professional planning, supervision of school-related activities, parental contacts and community relationships are but a few of the techniques used by professional teachers to determine and plan for the needs of students.

13.12 In order for schools to function properly, the responsible cooperation of all professional staff members, staff and administrative personnel is needed. Supervision and observation of students on the playground, in the hallways, lavatory and cafeteria is not only necessary for a school to function properly, but also gives the professional staff member an opportunity to observe student reaction in an informal situation. The principal shall assign these duties on a rotation basis or some basis that is equitable and reasonable.

13.13 Meeting the educational needs of all students in the regular classroom does not include handling bodily wastes or the disposal of such. Special education teachers should consult the Inclusion Handbook.

13.14 These duties also do not include the dispensing of medicine, including prescription and non-prescription drugs.

Parent Meetings

13.15 A teacher may elect to postpone a meeting requested by a parent that has not been scheduled in advance with the teacher. Such postponement will be for no more than 24 hours.

Professional Meetings

13.2 The Board will implement a policy to reimburse teachers for expenses incurred in attending approved professional meetings with prior authorization from the principal and the Superintendent or his/her designee.

13.21 The Board will allow professional staff to attend professional meetings in compliance with the Board's policy and Section 12.93 of this Agreement on this subject. In an effort to make possible the implementation of the policy, a budget for professional meetings will be established each year and announced at the opening of school.

School Buildings - New Construction, Closings

13.3 The professional staff members of the Bedford City Schools will have input on the reorganization of the schools and/or the closing of a school building. If a committee is formed, the members will be selected by the Superintendent. The President of the Association and/or a delegate of his/her choice may serve on the committee.

13.31 Prior to the design of a school building, school building addition, or remodeling of a school building, the administrative representatives of the Board will meet with a committee of professional staff members, who shall be representatives of all grade levels and disciplines to be housed in the building, to discuss education requisites for the construction. The same group shall review the preliminary drawings prior to the preparation of working drawings. These meetings may occur outside of school hours. A set of working drawings will be on file in the Business Office for review.

Involuntary Transfer

13.4 Each professional staff member who is required to make a move to another building will be given consideration of his/her desires, concerns and fears in making such a move. Administration will counsel with each individual and/or group requesting it.

13.41 If a school building is closed and/or a professional staff member is involuntarily transferred, the Board shall provide each professional staff member who is required to transfer the following:

Packing materials;

Custodial services for the moving of the professional staff member's materials to the newly-assigned school;

At the discretion of the Assistant Superintendent and upon approval by the Board, if a professional staff member is required to spend an excessive amount of time in transfer of materials, that professional staff member will be paid an amount equal to the base substitute pay per day.

Professional Personnel Records and Services

13.5 The State Department of Education requires that certain personnel records be kept up to date and on file for reference at all times.

The following personnel records, filed in the Office of the Superintendent are:

Application for employment;
Confidential credentials and references;
Ohio teaching certificate;
Transcript of college credits showing official record of the degree granted, original or certified copy;

Record of military service;
Record of TB test or X ray;
Record form of all accumulated absences or leaves;
Professional evaluations;
Bureau of Criminal Records Report.

13.51 Anonymous letters or materials shall not be placed in a professional staff member's file nor shall they be made a matter of record.

13.52 Considering that negative contents on file are only alleged, and considering that professional staff member should be given the opportunity to speak on his/her own behalf, the professional staff member shall have the right to answer any materials contained in personnel files and his/her answer shall be attached to the file copy.

13.53 Each professional staff member shall have the opportunity, upon request and after arranging a suitable appointment, to review the contents of his/her official personnel file except for material supplied to the administration as confidential prior to employment. Review of one's file must be in the presence of an authorized

administrative staff member who will, upon request, assist the professional staff member in the calculation of hours of credit being used to determine his/her placement on the salary schedule. It is the professional staff member's responsibility to have up-to-date transcripts on file on specified dates to meet salary determinations. The signing of the contract and/or salary notification will serve as an indication that the salary as specified is correct. If it is determined at a future date that the teacher had additional credits but did not have documentation of said credits on file, no retroactive correction will be made. At the request of a professional staff member, the Superintendent or designee shall make copies of materials contained in that professional staff member's file with exceptions as noted herein. All costs of same shall be borne by the requesting teacher.

13.54 While limited counseling regarding the notification of hospitalization coverage and other matters such as retirement, workers' compensation, etc., is available, the limitations of local counseling must be recognized. However, the Business and/or Assistant Superintendent's Office will endeavor or provide information upon request or refer the requesting party(ies) to the representative of the organization involved.

13.55 It is the professional staff member's responsibility to notify the Treasurer's Office of any change in status that may affect the coverage of hospitalization.

Teaching Environment

13.6 The Board shall make available a lunchroom and lavatory in each school to be used by staff members and other adults. At least one (1) room shall be reserved for use as a staff member lounge. The lunchroom and staff lounge may be in the same room.

13.61 The Board agrees to make available typing and duplicating facilities, and when possible, clerical personnel in each school to aid professional staff members in the preparation of instructional material for the schools of the District. The Board shall provide:

Storage space for each professional staff member to store coats, overshoes and personal articles.

Chalkboard space for every classroom where required for instruction.

Copies, for each professional staff member's use, of all texts used in each of the courses they are to teach.

Storage space in each classroom or in each department center for instructional materials.

Attendance books, paper, chalk, erasers and other such materials required in daily teaching responsibility.

Reasonable access to a telephone for each staff member.

13.62 The Board shall endeavor to provide:

A separate desk for each professional staff member in the District with lockable drawer space.

A file cabinet or cupboard with a lock for instructional materials.

Lockable storage for each teacher as approved by the Building Principal.

13.63 If a professional staff member has concerns about the teaching environment, the staff member shall inform the building principal.

13.64 Professional staff members are expected to dress in a modest, professional manner.

Student Assistance

13.65 A teacher who believes she/he has responsibility for a student who may present a particular danger of harm to self or others and who believes she/he may need the ability to seek immediate help from the school office may request assignment of a cellular phone. The teacher may submit written request to the director of pupil personnel and her/his building administrator, following criteria to be established by the director, submit a request that the director assign her/him such equipment.

Pay Dates

13.7 All professional staff members shall be paid via direct deposit to a cooperating bank on pay day. A stub shall be delivered to the professional staff member on pay day who has his/her pay electronically transferred All teachers new to the District with the 2007-08 school year shall be paid via direct deposit from the first date of employment. Pay stubs shall be available to each professional staff member on alternating Fridays by the end of the school day throughout the year. Unless direct instructions are received by the building principal from the professional staff member on or before payday, pay stubs not picked up by the close of school on payday will be put in the school safe until Tuesday. Pay stubs remaining after Tuesday will be held by the building principal. If the professional staff member is absent on a payday before a vacation, the pay stub will be mailed by the building principal. Any cost incurred to their account will be borne by the individual.

No pay stub will be distributed to an individual other than the payee without the payee's written authorization. When school is not in session, pay stubs shall be mailed on the Thursday preceding the Friday pay date.

13.71 When it becomes necessary, the Treasurer will provide notice to the BEA President and teachers that there will be one three (3) week period between two pays in the following year.

13.72 In order to help provide funds for support of future school operating and building issues, effective July 1, 2010, a minimum of $1 per pay shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the bargaining unit and a minimum of $2.00 per pay shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the administration. Bargaining unit members may elect to opt out of this payroll deduction for the following school year during

the annual open enrollment period. Members or administrators may elect to donate additional amounts via payroll deduction. In lieu of the payroll deduction, members and administrators may make a lump sum payment to the Building Social Committee. Monies raised by payroll deduction or through lump sum payments shall be directed to the Building Social Committee of the member's and administrator's building. At the time of an operating levy or bond issue campaign, the Building Social Committee shall forward, to the Levy Committee, the funds in the Social Committee's account related to levy support.

School Closings Due to Extreme Weather and Road Conditions

13.8 In the event of hazardous road and/or weather conditions, professional staff faculty members who may be late shall notify the school thirty (30) minutes before starting time if possible. Time missed is covered under the personal emergency leave procedure where applicable.

13.81 When the need arises the Board shall implement a delayed opening procedure and communicate same to the media.

Student Discipline and Professional Staff Member Protection

13.9 The Board recognizes its legal responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom. The Board also recognizes that it is the constitutional right and the act of responsible citizenship for a professional staff member to sign a civil or criminal complaint against person or persons engaged in assault or vandalism against the professional staff member's person and/or property.

13.91 A professional staff member may use any reasonable and necessary means to protect himself/herself from attack or to prevent injury to another person. There will be no reprisal or act of prejudice on the part of the Board and/or Administration against a professional staff member pursuing such rights.

13.92 Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to secure such attention or assist the child's parents if they seek to avail themselves of such services.

13.93 Regardless of the cause of any pupil difficulty, no professional staff member or class is required to tolerate any act of gross misconduct including flagrant discourtesy, abusive and vile language, acts of violence and/or deliberate insubordination. Such cases may be referred immediately to the principal for appropriate action. A professional staff member may remove a pupil from class to the charge of the principal when the seriousness of the offense, persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom a serious threat to instruction and/or well being of other persons.

13.94 In such cases the professional staff member shall furnish the principal in writing as promptly as his/her teaching obligations will permit, full particulars of the incident(s) including the professional staff member's recommendation for the

reentry of the pupil into the classroom. When a professional staff member refers a student to any administrator for violation of the building's student code of conduct, that administrator, upon request of the professional staff member, shall report to the professional staff member in a timely fashion the action taken including information about any special circumstances.

In addition professional staff members are encouraged to provide input in writing to the building principal regarding the building student code of conduct. Such input should be submitted prior to April 1 of each school year.

Dialog between the professional staff and the building principal about proposed changes in the student code of conduct is encouraged.

13.941 The Board will establish the policy for a district-wide code of student conduct which will include consequences. Building principals will develop procedures regarding implementation of the student code of conduct at the building level. These procedures will be coordinated by building principals with common grade levels.

A committee composed of six members appointed by the BEA President and up to 6 members appointed by the Superintendent has been formed and shall continue to review sections 13.9 through 13.943. The committee shall continue to review practices and discipline plans of different buildings and search for best practices to recommend. Among the issues the committee will reconsider is the time in which written referrals are to be submitted to the offices and the time for the administration to respond to referrals. The committee will continue to examine "progressive discipline" practices across the District and through different grade levels. The committee also will consider identifying programs and/or consultants that might be effective in helping improve student behavior and classroom management.

13.942 Each building principal will develop a written chain of command document to be followed in cases when the Principal is absent from the building. The chain of command document will clearly define the priority, authority, and responsibilities of those members acting in lieu of the Principal.

The Plan will be discussed at a faculty meeting by the end of September and distributed to each professional staff member.

Whenever feasible, the staff should be informed when the principal is absent from the building.

Student Discipline

13.943 A teacher who submits a referral on a student for engaging in an act of insubordination and/or use of profanity directed to a staff member will complete a special referral form. The teacher is responsible for completing and submitting such special forms in an expedited manner. The building administration shall not "package" such referrals for investigation, i.e., shall not tie the administration of discipline for such alleged infractions into

other discipline matters. The administration shall investigate such special referrals in an expedited manner.

Assaults on Professional Staff Members

13.95 Any case of assault upon a professional staff member in school shall be promptly reported to the Superintendent by the professional staff member and/or his/her principal, or a designated representative. In cases where legal action may ensue, the principal shall attempt to obtain a list of the witnesses to the assault. The principal shall promptly attempt to obtain a written report from the professional staff member and all witnesses. These statements shall be signed, dated and filed. The Board will provide legal counsel competent to advise the professional staff member of his/her rights and obligations with respect to such assault.

13.951 Time lost from the professional staff member's school work in connection with any injury, court procedure or other action resulting from such an assault shall not be charged against the professional staff member unless the professional staff member is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction. In the case of an assault by a student(s) on a professional staff member or by any persons while the professional staff member is on duty, the Board will assist the professional staff member in seeking redress. Whenever possible, the professional staff member shall not be required to teach or supervise the offending student in the future.

Complaints Against Professional Staff Members

13.952 Complaints by parents against a professional staff member will usually be resolved through personal conferences at the school level. If such conferences do not lead to understanding and resolution of the problems involved, a parent may submit a complaint to the principal, Superintendent or Board.

13.953 If not resolved by the principal, the complaint may be appealed to the Superintendent. If still not resolved, it may be appealed to the Board. The professional staff member may request and be accompanied by counsel and/or an Association representative and/or legal counsel at any level of appeal. Any written reports are to be signed by the professional staff members as witness to having seen such report and not as agreement to the contents of the report.

13.954 No professional staff member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, suspension with or without pay, compensation or advantage shall be subject to professional grievance procedure. Contract termination must be in accordance with the applicable provisions of the Ohio revised Code. All information forming the basis for disciplinary action will be made available to the teacher.

13.955 Defense of Members in litigation related to Performance of Job Duties

The Board agrees to fulfill its responsibilities to defend (provide counsel) and indemnify (pay damages) for any member of the bargaining unit who is named as a defendant in any legal action "which contains an allegation for damages for injury, death, or loss to person or property caused by the [member in connection with her/his employment, provided the member] was acting both in good faith and not manifestly outside the scope of [her/his] employment or official responsibilities." ORC 2744.07(A)(1).

ARTICLE XIV — COMPENSATION AND BENEFITS

14.1 Professional staff members shall be paid in accordance with the salary schedules which appear in Addenda B-1 through B-4 of this Agreement.

The BA-0 base salary shall be increased as follows:

		BA-0 Salary	Percentage Increase
7/1/10	2010-2011	$37,523	1.0
7/1/11	2011-2012	$37,898	1.0
7/1/12	2012-2013	$38,277	1.0

14.11 Effective with the 1996-97 school year, an additional Step 18* will be added to all columns as follows:

BA	BA/150	BA/180	MA
1.800	1.904	1.978	2.019

*To be eligible for Step 18, an employee must be employed at Step 14 for a period of four (4) years.

14.12 In addition to the base salary, an amount of $50 per graduate semester hour will be paid for each block of nine (9) graduate semester hours earned after the M.A. or M.Ed. Degree to a maximum of five (5) blocks: MA+9 = $450, MA+18 = $900, MA+27 = $1,350, MA+36 = $1,800, MA+45 = $2,250. Semester credits are to be submitted to the Office of Assistant Superintendent by September 15 of each year to be applied for that current year.

14.121 As soon as possible but no later than December 1st each year, each teacher shall be issued a salary/benefits statement to show each teacher her/his salary for that school year. The statement shall also show Board contributions for health and life insurance, STRS, Medicare, and liaison pay as applicable.

Longevity Pay

14.13 A longevity increment will be provided in the amount of $1,200 per year after a teacher has completed twenty (20) years of service with the Bedford City School District; $1,400 per year after a teacher has completed twenty-five (25) years of service with the Bedford City Schools.

14.14 There shall be no maximum salary increase amount.

Tuition Reimbursement

14.15 The Board will establish a fund for payment of tuition and fees for college courses taken by professional staff members. A fund of $31,000 for the 2010-2011 school year, and $32,000 for the 2011-2012 school year will be established for reimbursement. The fund shall be increased to $33,000 for the 2012-2013 school year. Each fiscal year will be administered jointly by the Superintendent's and BEA President's designees, who shall meet by September 30 to make such determinations.

14.151 The Board agrees to pay up to ninety-five dollars ($95.00) per quarter hour, increasing to one hundred dollars ($100.00) for the 2011-2012 school year and one hundred five dollars ($105.00) for the 2012-2013 school year. The Board agrees to pay one hundred forty-five dollars ($145.00) per semester hour, increasing to one hundred fifty-five dollars ($155.00) for the 2011-2012 school year and one hundred sixty-five dollars ($165.00) for the 2012-2013 school year, not to exceed $870, increasing to $930.00 for the 2011-2012 school year and $990 for the 2012-2013 school year, to full-time professional staff members who successfully complete college courses taken at accredited colleges or universities related to the teaching profession or relevant to their teaching field(s), subject to limitations as described in Articles 14.152 and 14.154, not to exceed the actual cost of the coursework.

14.152 An employee may receive reimbursement for a maximum of six (6) semester or nine (9) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted by September 1 of the school year for which the request is being made to the Board Treasurer to be eligible for tuition reimbursement. Tuition reimbursement payments shall be issued as soon as possible but no later than November 1st.

14.153 An employee must be employed in the District the year following the eligible coursework to receive tuition reimbursement, unless the employee is affected by a reduction-in-force and the coursework was scheduled and paid prior to the employee's RIF notification. If the teacher does not complete the contract year in which the payment is made, a prorated portion (based on percentage of the school year completed) of the reimbursement shall be deducted from the teacher's final check.

14.154 If the number of valid tuition reimbursement requests exceeds the appropriated amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of

eligible credit hours districtwide for which reimbursement was requested. Payment will be made during September of the following school year.

14.155 Employees who are reimbursed by another agency shall be eligible for reimbursement of only the difference, if any, between the actual cost of the coursework and the amount of reimbursement from the other agency.

Contract Pay

14.2 186 days except for beginning teachers for orientation - 188 days.

14.21 With the 1993-94 school year, two days were added to the calendar. There are 186 days in the calendar except for new teachers who will have 188 days.

14.22 One of these additional days, or its equivalent, will be for student instruction.

14.23 The second of these additional days, or its equivalent, will be used to improve the quality of instruction. The format for this day will be agreed to by the principal(s) and faculty(s) involved and approved by the Superintendent. The development of these programs shall be agreed upon by the principal(s) and faculty(s) involved and approved by the Superintendent. Such meetings should be a collaborative effort of teachers, staff and principal. Each May representatives of each building selected by the building leadership team (no more than 3 from each building) plus the building administrator will meet to evaluate the success of the program and may agree to modify the program for following year. Decisions shall be made by consensus.

14.3 MEDICAL AND HOSPITALIZATION INSURANCE

1. Effective July 1, 2005 only the SuperMed Plus program shall be available. Effective July 1, 2010 members who elect to enroll in the SuperMed Plus program shall pay eight percent (8%) of the monthly premium contribution. Only the Kaiser program shall be offered as an option with each employee electing such coverage paying the same eight percent (8%).

   Effective July 1, 2011 members who elect to enroll in the Super-Med Plus program shall pay nine percent (9%) of the monthly premium. Only the Kaiser program shall be offered as an option, with the employee electing such coverage paying the same nine percent (9%).

   Effective July 1, 2012 members who elect to enroll in the Super-Med Plus program shall pay ten percent (10%) of the monthly premium. Only the Kaiser program shall be offered as an option, with the employee electing such coverage paying the same ten percent (10%).

   Effective January 1, 2011 the annual medical plan deductible shall be $200 single/$400 family.

2. Effective July 1, 2005 the SuperMed Plus plan benefit package shall provide co-insurance, both in-network and out-network at 85% - 15%. Out-of-Pocket maximum (in addition to deductibles) for in-network services will be $500.00 per

year single, $1,000.00 per year family; out-of-pocket maximum for out-network services will be $1,000.00 per year for single and $2,000.00 per year for family.

14.31 Notification to the President and professional negotiations chairperson of intent to change medical insurance shall be thirty (30) days in advance of the change in carrier.

14.32 Employees may choose the Kaiser Medical Plan not to exceed the cost to the Board of Education of hospitalization under 14.3.

14.33 Premium paid by Board and employee shall be prorated for part-time employees.

14.34 Employees, except two (2) teacher families who are covered by another medical insurance plan who elect not to enroll in Board-paid HMO, hospitalization and major medical insurance or managed care plan, shall receive a payment at the completion of each full school year (July 1 through June 30) in the following amount:

Eligible for	Enroll in	Payment
Family	No Board plan	$400
Family	Single	$200
Single	No Board plan	$200

14.4 Term Life Insurance: All certificated employees shall receive $50,000 term life insurance and will have the option of purchasing at their own expense additional insurance at the Board rate through the carrier, if available.

14.5 Dental Insurance: Per adopted plan, effective July 1, 2010 members who elect to enroll in the SuperMed Plus program shall pay eight percent (8%) of the monthly premium contribution; that amount shall be nine percent (9%) of the monthly premium effective July 1, 2011 and ten percent (10%) effective July 1, 2012.

14.6 Prescription Drugs: Effective July 1, 2005 the plan shall be the SuperMed Prescription drug program. Effective July 1, 2010 members who elect to enroll in the SuperMed Plus program shall pay eight percent (8%) of the monthly premium contribution which shall increase to nine percent (9%) of the monthly premium effective July 1, 2011 and ten percent (10%) effective July 1, 2012.

Effective July 1, 2010, the copay for prescription drugs will be $5-$20-$35 for generic, formulary and non-formulary drugs at the retail store. This amount will be doubled for a 90-day supply using mail order.

14.7 Spousal Insurance

(This Section only applies to teachers newly hired in the Bedford City Schools beginning with the 2007-2008 school year.)

1. If a teacher's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group insurance coverage(s) ("spouse

available insurance"). The spouse may enroll in single employer sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

3. Upon the spouse's enrollment in any such "spouse available insurance" insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.

4. Any spouse who fails to enroll in any "spouse available insurance" as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

5. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration (Addendum F-1) verifying whether his/her spouse is eligible to participate in "spouse available insurance" sponsored by the spouse's employer.

6. If a teacher submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for "spouse available insurance" within thirty (30) days of the qualifying event, and such false information or such failure by the teacher results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the teacher will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.

   a. Any amount to be reimbursed by the teacher may be deducted from the benefits, including salary, to which the teacher would otherwise be entitled.

   b. In addition, the teacher's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.

7. If a teacher submits false information about his/her "spouse available insurance" coverage(s), the teacher may be subject to disciplinary action by the Board, up to and including termination of employment.

14.8 Enrollment Practices

If a teacher and/or his/her spouse and/or his/her dependent(s) involuntarily lose insurance coverage(s) from any other plan (e.g. employer of spouse/dependent discontinues insurance coverage(s), spouse/dependent changes job and no longer has insurance benefits through employer), that teacher and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no pre existing condition exclusions or waiting period.

14.9 Per Diem Rate Definition

Per diem rate for all purposes when per diem rate is relevant is the salary from the salary schedule, excluding supplemental salaries, which includes longevity pay and hours beyond the Masters pay, divided by 186. All places in the Agreement where per diem rate is referenced shall be modified to be consistent with this definition.

14.91 Health Care Committee

A. A committee composed of four (4) representatives appointed by the BEA president and four (4) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The OAPSE local president shall be invited to appoint four representatives as well. The Health Care Committee shall be co-chaired by the Bedford Education Association president, the support staff president and the superintendent or his designee. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An organizational meeting will be held no later than September 15, 2010 to discuss the operation of the committee.

B. Training for members for the Health Care Committee will begin in September 2010 and will be conducted by representatives of OAPSE, OASBO, OEA and OSBA. The training will be concluded in February, 2011. The objective of the training is to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.

C. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage, effective January 1st of each year beginning January 1, 2012 at 5% or below compared to the prior year. Each year the Board will be responsible for the first 5% of increased premium costs.

D. (1) If the increase in premiums is 5% or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage.

(2) If the increase is more than 5% but less than 10%, the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to bring the increase back to the 5% level effective January 1st.

(3) If the increase is more than 10%, the committee will only be charged to convene to reduce the total premium increase by 5% effective January 1st.

(4) If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions, then the increased cost for medical benefits, above the amounts the Board will assume under paragraphs C and D (3) above (i.e., the Board assumes the first 5% and any increase above 10%), will be distributed among plan participants from the Bedford administration, BEA and OAPSE (if OAPSE agrees to participate on these terms) in the form of additional premium contributions starting January 1st of the year of the premium increase. Proportionately greater amounts will be paid by those who elect family coverage than those on single coverage. Plan participants, however, will be responsible for no more than five

percent (5%) above the original five percent (5%) the Board will assume.

E. The administration and the Association each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.

F. The committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall become effective as soon as is practicable, on and after the effective date of the bargaining agreement.

G. Following completion of the training program set forth above, the Health Care Committee shall jointly select the health insurance consultant through a request for qualifications process (RFQ).

H. On or before December 15 of each year, the committee shall consider changes in program design, premium sharing and other steps that will act to keep the rate of premium increases as low as possible. All decisions shall be made by consensus, following the IBB process, and a report of those changes submitted to the BEA president and Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the committee will become effective January 1 for the BEA and the administration.

14.92 Section 125 Plan.

Effective as soon after July 1, 2005 as possible, the Board shall adopt and enhance Section 125 Plan including provisions for premium pass through, flexible spending and dependant care features; the administer fee associated with the flexible spending and dependant care provisions shall be paid by those employees who elect to participate.

ARTICLE XV — COACHING AND CO-CURRICULAR COMPENSATION

15.1 The salary index schedules for coaching and co-curricular positions appear in Addendum C-1 and C-2 of this Agreement.

15.2 If new positions are created by the Board, the pay for the newly created position shall be negotiated by a committee of four (4) members: two to be appointed by the BEA President and two by the Superintendent of Schools. Each party shall be free to appoint its own representatives to the committee. The pay that is determined by the committee shall be considered an addendum to the existing Supplemental Salary Schedule. It is understood that an activity may commence while the process of determining the pay level proceeds, and the pay that results shall be effective with the first day the activities began.

15.3 Coaching experience is negotiable between coach and administration when hired.

15.4 Assistant coaching in a sport is counted the same as head coaching for the purpose of advancement on the compensation schedule.

15.5 Coaches of both girls' and boys' sports are expected to have equal work loads and requirements.

15.6 Ratios are based on the BA minimum in effect during each school year.

15.7 All coaches will receive the supplemental pay in two (2) equal payments. The payments will be made in the second pay of the month as follows:

Fall season coach - September and November
Winter season coach - December and March
Spring season coach - April and June

ARTICLE XVI — CAREER AND TECHNICAL EDUCATION (VOCATIONAL TEACHERS)

16.01 Effective with the start of the 2001-02 school year, Career and Technical Education teachers currently employed by the District shall be placed on the salary schedule in the BEA-Board Agreement as follows:

16.02 "BA" equals a bachelor's degree or equivalent; "equivalent" means five (5) years of appropriate work experience as defined in the Teacher Education and Licensure Standards by a vocational area, plus a minimum of a one (1) year vocational certificate or a two (2) year provisional license. "BA 150" equals one hundred fifty (150) semester hours or equivalent; "equivalent" means five (5) years of appropriate work experience plus a minimum of a four (4) year Provisional Vocational Certificate or the first renewal of a professional license. "BA 180" equals one hundred eighty (180) semester hours or equivalent; "equivalent" means seven (7) years of appropriate work experience plus a minimum of an eight (8) year Professional Vocational Certificate or the first renewal of a professional license. "MA" equals a master's degree or equivalent; "equivalent" means eight (8) years of appropriate work experience plus a bachelor's degree plus an eight (8) year Professional Vocational Certificate or the second renewal of a professional license.

16.03 In determining proper placement on the salary schedule, quarter hours of college credit may be substituted for semester hours of credit at the rate of three (3) quarter hours equal two (2) semester hours.

16.04 Career and Technical Education Teachers initially employed by the District on and after July 1, 2001 initially shall be placed on the salary schedule in accordance with said provisions. Commencing with the 2001-02 school year, Career and Technical Education Teachers shall advance on the salary schedule either in accordance with these provisions or by preparing and submitting an Individual Professional Development Plan to the Local Professional Development Committee. The LPDC will review said plan and make a recommendation to the Assistant Superintendent regarding crediting non-college credit work for possible salary schedule advancement.

ARTICLE XVII — REEMPLOYMENT OF RETIRED TEACHERS

17.01 A teacher retired under STRS ("re-employed teacher") may be employed subject to the following conditions:

17.02 Subject to these provisions, the re-employed teacher is a member of the bargaining unit and subject to the provisions of the BEA-Board Agreement.

17.03 A re-employed teacher shall receive a maximum of five (5) years experience credit and the individual's educational attainment for salary schedule, placement purposes. If the teacher is re-employed the following school year, he/she will advance one year on the salary index for each year of employment under section 17.03.

17.04 A re-employed teacher shall commence employment with zero years of seniority credit for purposes of layoff and zero days of accumulated sick leave.

17.05 A re-employed teacher shall serve under a one-year limited contract which will be automatically non-renewed at the conclusion of that year without the need for completion of the evaluation process. The Board and BEA intend that this provision expressly supersedes any rights the re-employed teacher might otherwise enjoy under ORC §§3319.11 and 3319.111.

17.06 A re-employed teacher shall not be subject to the entry year/mentoring program.

17.07 Effective January 1, 2009, a re-employed teacher will be eligible for health insurance on the same basis and terms as other members of the bargaining unit as set forth in section 14.3 through 14.92.

ADDENDUM A-1

GRIEVANCE FORMS

BEDFORD EDUCATION ASSOCIATION

BEDFORD CITY SCHOOL DISTRICT

COMPLAINT BY THE GRIEVANT (STEP II)

Grievant_____Date_____

School_____Administrator_____

Grievant's representative (if any)_____

Date of Occurrence and Date of Step I Conference_____

_____

State of Grievance and Adjustment sought:

_____

Signature of Grievant

(Type or print all information except signature)

Copies to: Administrator
Association President

DISPOSITION BY THE ADMINISTRATOR (STEP II)

(To be completed by the Administrator
within ten (10) days after hearing)

Grievant_____ Date of Step II Hearing_____

School_____ Administrator_____

Disposition of the Administrator and reasons therefore:

Date of Disposition_____ _____
Signature of Administrator

Grievant's Response: (To be completed by the grievant within ten (10) days of decision.)

_____ I accept the above disposition of the administrator.

_____ I hereby refer the above disposition for further grievance procedures.

Date of Response_____ _____
Signature of Grievant

Copies to: Grievant
Representative (if any)
Association President

COMPLAINT BY THE GRIEVANT (STEP III)

Grievant_____ Date_____

School_____ Superintendent _____

Grievant's Representatives (if any)_____

Date of Step II Disposition_____

Statements of Grievance and Adjustment sought:

_____

Signature of Grievant

(Type or print all information except signature)

Copies to: Superintendent
Association President

DISPOSITION BY SUPERINTENDENT (STEP III)

(To be completed by Superintendent of Schools or his representative within ten (10) days after hearing with the grievant and his/her representative.)

Grievant_____ Date of Step III Hearing_____

Disposition by the Superintendent:

_____ _____

Date of Decision Signature of Superintendent and/or his/her Designee

Grievant's Response: (To be completed by the grievant within ten (10) days of disposition.)

_____ I accept the above disposition of the Superintendent of Schools.

_____ I hereby appeal to the Board for a review of this grievance.

_____

Signature of Grievant Date of Response

Copies to: Grievant
Representative (if any)
Association President

COMPLAINT BY THE GRIEVANT (STEP IV)

Grievant_____ Date_____

School_____

Grievant's representative (if any)_____

Date of Step III Disposition_____

Statement of Grievance and Adjustment sought:

_____
Signature of Grievant

(Type or print all information except signature)

Copies to: President of Board
Association President

DISPOSITION BY BOARD (STEP IV)

(To be completed by the Board, or committee thereof, within ten (10) days after hearing with the grievant and his/her representatives.)

Grievant_____ Date_____

Date of Formal Hearing With Board_____

Disposition by the Board:

_____ _____

Date of Decision Signature of Superintendent and/or his/her Designee

Grievant's Response: (To be completed by the grievant within fourteen (14) days of disposition.)

_____ I accept the above disposition of the Board of Education.

_____ I hereby request arbitration of this grievance.

_____

Signature of Grievant Date of Response

Copies to: Grievant
Representative (if any)
Association President

BEDFORD CITY SCHOOL DISTRICT

Office of the Assistant Superintendent

MEMORANDUM

TO: Teachers on Limited Contract

FROM: Office of the Assistant Superintendent

SUBJECT: Consideration for Continuing Contract

Under the Board-BEA agreement, teachers who wish to be considered for continuing contract status must complete the application and return it to your building principal/ evaluating administrator by October 15th. Applications can be obtained from the principals office. To be eligible for tenure consideration, you must:

1. **By the end of this school year have taught 3 of the last 5 years in Bedford or, if he/she has acquired tenure in another Ohio district, have completed 2 years of teaching in Bedford by the end of the school year.**

2. **Hold an 8 year professional certificate or 5 year professional license.**

3. **Are working to be eligible for her/his professional (5 year) license and expect to be completed by the last Board meeting in April.**

4. Complete the applicable of one of the following:

   a. *If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;*

   OR

   b. *If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.*

If a teacher has completed the necessary work, and holds the required certificate/license and applies to be considered for a continuing contract, the following options are available to the Board under ORC Sections 3319.11 and 3319.111:

a. **The Superintendent may recommend that the teacher will be recommended for and receive continuing contract status for the following year;**

b. **The Superintendent may recommend that the teacher be recommended for continuing contract status but the Board rejects that recommendation. At a subsequent meeting the teacher either will be non-renewed or approved for an extended limited contract for one or two years; or**

c. **The Superintendent may recommend that the teacher be non-renewed and that recommendation is approved by the Board.**

If you do not wish to be considered for tenure, you need not complete the application. If you wish to be considered and return the application, you and your building administrator/evaluating administrator will meet by November 15th to discuss the continuing contract consideration process.

If you apply for tenure consideration and later learn you will not be able to complete the requirements by the final Board meeting in April or decide by March 31 you do not wish to be considered, please advise the building principal/evaluating administrator. If you withdraw you may elect to apply for continuing contract consideration in a subsequent year.

SALARY INDEXES

B-1 (A)

SALARY INDEX FOR 2010-2011

BEDFORD CITY SCHOOLS

Base Salary 37,523

1.0% increase over previous base

	-	BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	37,523	1.030	38,649	1.080	40,525	1.090	40,900	41,350	41,800	42,250	42,700	43,150
1	1.034	38,799	1.064	39,924	1.114	41,801	1.124	42,176	42,626	43,076	43,526	43,976	44,426
2	1.068	40,075	1.098	41,200	1.148	43,076	1.158	43,452	43,902	44,352	44,802	45,252	45,702
3	1.109	41,613	1.139	42,739	1.189	44,615	1.194	44,802	45,252	45,702	46,152	46,602	47,052
4	1.154	43,302	1.184	44,427	1.234	46,303	1.240	46,529	46,979	47,429	47,879	48,329	48,779
5	1.200	45,028	1.240	46,529	1.286	48,255	1.290	48,405	48,855	49,305	49,755	50,205	50,655
6	1.260	47,279	1.306	49,005	1.349	50,619	1.355	50,844	51,294	51,744	52,194	52,644	53,094
7	1.326	49,755	1.373	51,519	1.413	53,020	1.435	53,846	54,296	54,746	55,196	55,646	56,096
8	1.392	52,232	1.440	54,033	1.489	55,872	1.515	56,847	57,297	57,747	58,197	58,647	59,097
9	1.466	55,009	1.516	56,885	1.575	59,099	1.605	60,224	60,674	61,124	61,574	62,024	62,474
10	1.541	57,823	1.609	60,375	1.672	62,738	1.705	63,977	64,427	64,877	65,327	65,777	66,227
11	1.621	60,825	1.703	63,902	1.771	66,453	1.805	67,729	68,179	68,629	69,079	69,529	69,979
12	1.700	63,789	1.796	67,391	1.868	70,093	1.905	71,481	71,931	72,381	72,831	73,281	73,731
13	1.700	63,789	1.796	67,391	1.868	70,093	1.905	71,481	71,931	72,381	72,831	73,281	73,731
14	1.739	65,252	1.837	68,930	1.910	71,669	1.950	73,170	73,620	74,070	74,520	74,970	75,420
15	1.739	65,252	1.837	68,930	1.910	71,669	1.950	73,170	73,620	74,070	74,520	74,970	75,420
16	1.739	65,252	1.837	68,930	1.910	71,669	1.950	73,170	73,620	74,070	74,520	74,970	75,420
17	1.739	65,252	1.837	68,930	1.910	71,669	1.950	73,170	73,620	74,070	74,520	74,970	75,420
18	1.800	67,541	1.904	71,444	1.978	74,220	2.019	75,759	76,209	76,659	77,109	77,559	78,009

SALARY INDEX FOR 2011-2012
BEDFORD CITY SCHOOLS

Base Salary 37,898

1.0% increase over previous base

	-	BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	37,898	1.030	39,035	1.080	40,930	1.090	41,309	41,759	42,209	42,659	43,109	43,559
1	1.034	39,187	1.064	40,323	1.114	42,218	1.124	42,597	43,047	43,497	43,947	44,397	44,847
2	1.068	40,475	1.098	41,612	1.148	43,507	1.158	43,886	44,336	44,786	45,236	45,686	46,136
3	1.109	42,029	1.139	43,166	1.189	45,061	1.194	45,250	45,700	46,150	46,600	47,050	47,500
4	1.154	43,734	1.184	44,871	1.234	46,766	1.240	46,994	47,444	47,894	48,344	48,794	49,244
5	1.200	45,478	1.240	46,994	1.286	48,737	1.290	48,888	49,338	49,788	50,238	50,688	51,138
6	1.260	47,751	1.306	49,495	1.349	51,124	1.355	51,352	51,802	52,252	52,702	53,152	53,602
7	1.326	50,253	1.373	52,034	1.413	53,550	1.435	54,384	54,834	55,284	55,734	56,184	56,634
8	1.392	52,754	1.440	54,573	1.489	56,430	1.515	57,415	57,865	58,315	58,765	59,215	59,665
9	1.466	55,558	1.516	57,453	1.575	59,689	1.605	60,826	61,276	61,726	62,176	62,626	63,076
10	1.541	58,401	1.609	60,978	1.672	63,365	1.705	64,616	65,066	65,516	65,966	66,416	66,866
11	1.621	61,433	1.703	64,540	1.771	67,117	1.805	68,406	68,856	69,306	69,756	70,206	70,656
12	1.700	64,427	1.796	68,065	1.868	70,793	1.905	72,196	72,646	73,096	73,546	73,996	74,446
13	1.700	64,427	1.796	68,065	1.868	70,793	1.905	72,196	72,646	73,096	73,546	73,996	74,446
14	1.739	65,905	1.837	69,619	1.910	72,385	1.950	73,901	74,351	74,801	75,251	75,701	76,151
15	1.739	65,905	1.837	69,619	1.910	72,385	1.950	73,901	74,351	74,801	75,251	75,701	76,151
16	1.739	65,905	1.837	69,619	1.910	72,385	1.950	73,901	74,351	74,801	75,251	75,701	76,151
17	1.739	65,905	1.837	69,619	1.910	72,385	1.950	73,901	74,351	74,801	75,251	75,701	76,151
18	1.800	68,216	1.904	72,158	1.978	74,962	2.019	76,516	76,966	77,416	77,866	78,316	78,766

B-1 (C)

SALARY INDEX FOR 2012-2013

BEDFORD CITY SCHOOLS

Base Salary 38,277

1.0% increase over previous base

	-	BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	38,277	1.030	39,425	1.080	41,339	1.090	41,722	42,172	42,622	43,072	43,522	43,972
1	1.034	39,578	1.064	40,727	1.114	42,641	1.124	43,023	43,473	43,923	44,373	44,823	45,273
2	1.068	40,880	1.098	42,028	1.148	43,942	1.158	44,325	44,775	45,225	45,675	46,125	46,575
3	1.109	42,449	1.139	43,598	1.189	45,511	1.194	45,703	46,153	46,603	47,053	47,503	47,953
4	1.154	44,172	1.184	45,320	1.234	47,234	1.240	47,463	47,913	48,363	48,813	49,263	49,713
5	1.200	45,932	1.240	47,463	1.286	49,224	1.290	49,377	49,827	50,277	50,727	51,177	51,627
6	1.260	48,229	1.306	49,990	1.349	51,636	1.355	51,865	52,315	52,765	53,215	53,665	54,115
7	1.326	50,755	1.373	52,554	1.413	54,085	1.435	54,927	55,377	55,827	56,277	56,727	57,177
8	1.392	53,282	1.440	55,119	1.489	56,994	1.515	57,990	58,440	58,890	59,340	59,790	60,240
9	1.466	56,114	1.516	58,028	1.575	60,286	1.605	61,435	61,885	62,335	62,785	63,235	63,685
10	1.541	58,985	1.609	61,588	1.672	63,999	1.705	65,262	65,712	66,162	66,612	67,062	67,512
11	1.621	62,047	1.703	65,186	1.771	67,789	1.805	69,090	69,540	69,990	70,440	70,890	71,340
12	1.700	65,071	1.796	68,745	1.868	71,501	1.905	72,918	73,368	73,818	74,268	74,718	75,168
13	1.700	65,071	1.796	68,745	1.868	71,501	1.905	72,918	73,368	73,818	74,268	74,718	75,168
14	1.739	66,564	1.837	70,315	1.910	73,109	1.950	74,640	75,090	75,540	75,990	76,440	76,890
15	1.739	66,564	1.837	70,315	1.910	73,109	1.950	74,640	75,090	75,540	75,990	76,440	76,890
16	1.739	66,564	1.837	70,315	1.910	73,109	1.950	74,640	75,090	75,540	75,990	76,440	76,890
17	1.739	66,564	1.837	70,315	1.910	73,109	1.950	74,640	75,090	75,540	75,990	76,440	76,890
18	1.800	68,899	1.904	72,879	1.978	75,712	2.019	77,281	77,731	78,181	78,631	79,081	79,531

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR: 2010-2011

BA/0 SALARY: 37,523

	0 Index	0	1-2 Index	1- 2	3 Index	3
FOOTBALL						
Head HS	0.200	7,504.60	0.210	7,879.83	0.220	8,255.06
Asst. HS	0.132	4,953.04	0.139	5,215.70	0.146	5,478.36
Head Hesk - 7th	0.117	4,390.19	0.123	4,615.33	0.130	4,877.99
Head Hesk - 8th	0.117	4,390.19	0.123	4,615.33	0.130	4,877.99
Asst. Hesk	0.104	3,902.39	0.109	4,090.01	0.115	4,315.15
BASKETBALL						
Head HS	0.162	6,078.73	0.171	6,416.43	0.180	6,754.14
Asst. HS	0.120	4,502.76	0.126	4,727.90	0.132	4,953.04
Head Hesk - 7th	0.085	3,189.46	0.092	3,452.12	0.098	3,677.25
Head Hesk - 8th	0.085	3,189.46	0.092	3,452.12	0.098	3,677.25
WRESTLING						
Head HS	0.162	6,078.73	0.171	6,416.43	0.180	6,754.14
Asst. HS	0.120	4,502.76	0.126	4,727.90	0.132	4,953.04
Head Hesk	0.099	3,714.78	0.106	3,977.44	0.112	4,202.58
Asst. Hesk	0.064	2,401.47	0.067	2,514.04	0.070	2,626.61
TRACK						
Head HS	0.126	4,727.90	0.132	4,953.04	0.138	5,178.17
Asst. HS	0.087	3,264.50	0.091	3,414.59	0.095	3,564.69
Head Hesk	0.073	2,739.18	0.076	2,851.75	0.080	3,001.84
Asst. Hesk	0.058	2,176.33	0.060	2,251.38	0.062	2,326.43
BASEBALL/SOFTBALL						
Head HS	0.126	4,727.90	0.132	4,953.04	0.138	5,178.17
Asst. HS	0.087	3,264.50	0.091	3,414.59	0.095	3,564.69
SOCCER						
Head HS	0.115	4,315.15	0.119	4,465.24	0.123	4,615.33
Asst. HS	0.090	3,377.07	0.097	3,639.73	0.100	3,752.30
Head Hesk	0.067	2,514.04	0.070	2,626.61	0.073	2,739.18
EVENTS SUPERVISOR						
Hesk.	0.021	787.98	0.026	975.60	0.031	1,163.21

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR: 2010-2011
BA/0 SALARY: 37,523

	0	0	1- 2	1- 2	3	3
CROSS COUNTRY						
Head HS	0.089	3,339.55	0.093	3,489.64	0.097	3,639.73
Asst. HS	0.073	2,739.18	0.076	2,851.75	0.080	3,001.84
Head Hesk	0.067	2,514.04	0.070	2,626.61	0.073	2,739.18
GOLF						
Head HS	0.084	3,151.93	0.088	3,302.02	0.092	3,452.12
SWIMMING						
Head HS	0.160	6,003.68	0.169	6,341.39	0.178	6,679.09
Asst. HS	0.120	4,502.76	0.126	4,727.90	0.132	4,953.04
Head Hesk -Boys	0.060	2,251.38	0.063	2,363.95	0.066	2,476.52
Head Hesk -Girls	0.060	2,251.38	0.063	2,363.95	0.066	2,476.52
Asst. Hesk	0.042	1,575.97	0.044	1,651.01	0.046	1,726.06
VOLLEYBALL						
Head HS	0.115	4,315.15	0.119	4,465.24	0.123	4,615.33
Asst. HS	0.077	2,889.27	0.080	3,001.84	0.083	3,114.41
Head Hesk - 7th	0.067	2,514.04	0.070	2,626.61	0.073	2,739.18
Head Hesk - 8th	0.067	2,514.04	0.070	2,626.61	0.073	2,739.18
FACULTY MANAGER						
HS	0.173	6,491.48	0.176	6,604.05	0.179	6,716.62
Hesk	0.120	4,502.76	0.125	4,690.38	0.131	4,915.51
Plus released duty period						
ATHLETIC EVENTS SUPERVISOR						
HS	0.083	3,114.41	0.087	3,264.50	0.091	3,414.59
CHEERLEADER ADVISOR (3)						
HS	0.139	5,215.70	0.143	5,365.79	0.147	5,515.88
Asst. HS	0.091	3,414.59	0.095	3,564.69	0.099	3,714.78
Hesk (Fall)	0.046	1,726.06	0.048	1,801.10	0.050	1,876.15
Hesk (Winter)	0.046	1,726.06	0.048	1,801.10	0.050	1,876.15

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR: 2011-2012

BA/0 SALARY: 37,898

	0	0	1- 2	1- 2	3	3
FOOTBALL						
Head HS	0.200	7,579.60	0.210	7,958.58	0.220	8,337.56
Asst. HS	0.132	5,002.54	0.139	5,267.82	0.146	5,533.11
Head Hesk - 7th	0.117	4,434.07	0.123	4,661.45	0.130	4,926.74
Head Hesk - 8th	0.117	4,434.07	0.123	4,661.45	0.130	4,926.74
Asst. Hesk	0.104	3,941.39	0.109	4,130.88	0.115	4,358.27
BASKETBALL						
Head HS	0.162	6,139.48	0.171	6,480.56	0.180	6,821.64
Asst. HS	0.120	4,547.76	0.126	4,775.15	0.132	5,002.54
Head Hesk - 7th	0.085	3,221.33	0.092	3,486.62	0.098	3,714.00
Head Hesk - 8th	0.085	3,221.33	0.092	3,486.62	0.098	3,714.00
WRESTLING						
Head HS	0.162	6,139.48	0.171	6,480.56	0.180	6,821.64
Asst. HS	0.120	4,547.76	0.126	4,775.15	0.132	5,002.54
Head Hesk	0.099	3,751.90	0.106	4,017.19	0.112	4,244.58
Asst. Hesk	0.064	2,425.47	0.067	2,539.17	0.070	2,652.86
TRACK						
Head HS	0.126	4,775.15	0.132	5,002.54	0.138	5,229.92
Asst. HS	0.087	3,297.13	0.091	3,448.72	0.095	3,600.31
Head Hesk	0.073	2,766.55	0.076	2,880.25	0.080	3,031.84
Asst. Hesk	0.058	2,198.08	0.060	2,273.88	0.062	2,349.68
BASEBALL/SOFTBALL						
Head HS	0.126	4,775.15	0.132	5,002.54	0.138	5,229.92
Asst. HS	0.087	3,297.13	0.091	3,448.72	0.095	3,600.31
SOCCER						
Head HS	0.115	4,358.27	0.119	4,509.86	0.123	4,661.45
Asst. HS	0.090	3,410.82	0.097	3,676.11	0.100	3,789.80
Head Hesk	0.067	2,539.17	0.070	2,652.86	0.073	2,766.55
EVENTS SUPERVISOR						
Hesk.	0.021	795.86	0.026	985.35	0.031	1,174.84

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR: 2011-2012

BA/0 SALARY: 37,898

	0	0	1- 2	1- 2	3	3
CROSS COUNTRY						
Head HS	0.089	3,372.92	0.093	3,524.51	0.097	3,676.11
Asst. HS	0.073	2,766.55	0.076	2,880.25	0.080	3,031.84
Head Hesk	0.067	2,539.17	0.070	2,652.86	0.073	2,766.55
GOLF						
Head HS	0.084	3,183.43	0.088	3,335.02	0.092	3,486.62
SWIMMING						
Head HS	0.160	6,063.68	0.169	6,404.76	0.178	6,745.84
Asst. HS	0.120	4,547.76	0.126	4,775.15	0.132	5,002.54
Head Hesk -Boys	0.060	2,273.88	0.063	2,387.57	0.066	2,501.27
Head Hesk -Girls	0.060	2,273.88	0.063	2,387.57	0.066	2,501.27
Asst. Hesk	0.042	1,591.72	0.044	1,667.51	0.046	1,743.31
VOLLEYBALL						
Head HS	0.115	4,358.27	0.119	4,509.86	0.123	4,661.45
Asst. HS	0.077	2,918.15	0.080	3,031.84	0.083	3,145.53
Head Hesk - 7th	0.067	2,539.17	0.070	2,652.86	0.073	2,766.55
Head Hesk - 8th	0.067	2,539.17	0.070	2,652.86	0.073	2,766.55
FACULTY MANAGER						
HS	0.173	6,556.35	0.176	6,670.05	0.179	6,783.74
Hesk	0.120	4,547.76	0.125	4,737.25	0.131	4,964.64
Plus released duty period						
ATHLETIC EVENTS SUPERVISOR						
HS	0.083	3,145.53	0.087	3,297.13	0.091	3,448.72
CHEERLEADER ADVISOR (3)						
HS	0.139	5,267.82	0.143	5,419.41	0.147	5,571.01
Asst. HS	0.091	3,448.72	0.095	3,600.31	0.099	3,751.90
Hesk (Fall)	0.046	1,743.31	0.048	1,819.10	0.050	1,894.90
Hesk (Winter)	0.046	1,743.31	0.048	1,819.10	0.050	1,894.90

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR: 2012-2013

BA/0 SALARY: 38,277

	0 Index	0	1-2 Index	1-2	3 Index	3
FOOTBALL						
Head HS	0.200	7,655.40	0.210	8,038.17	0.220	8,420.94
Asst. HS	0.132	5,052.56	0.139	5,320.50	0.146	5,588.44
Head Hesk - 7th	0.117	4,478.41	0.123	4,708.07	0.130	4,976.01
Head Hesk - 8th	0.117	4,478.41	0.123	4,708.07	0.130	4,976.01
Asst. Hesk	0.104	3,980.81	0.109	4,172.19	0.115	4,401.86
BASKETBALL						
Head HS	0.162	6,200.87	0.171	6,545.37	0.180	6,889.86
Asst. HS	0.120	4,593.24	0.126	4,822.90	0.132	5,052.56
Head Hesk - 7th	0.085	3,253.55	0.092	3,521.48	0.098	3,751.15
Head Hesk - 8th	0.085	3,253.55	0.092	3,521.48	0.098	3,751.15
WRESTLING						
Head HS	0.162	6,200.87	0.171	6,545.37	0.180	6,889.86
Asst. HS	0.120	4,593.24	0.126	4,822.90	0.132	5,052.56
Head Hesk	0.099	3,789.42	0.106	4,057.36	0.112	4,287.02
Asst. Hesk	0.064	2,449.73	0.067	2,564.56	0.070	2,679.39
TRACK						
Head HS	0.126	4,822.90	0.132	5,052.56	0.138	5,282.23
Asst. HS	0.087	3,330.10	0.091	3,483.21	0.095	3,636.32
Head Hesk	0.073	2,794.22	0.076	2,909.05	0.080	3,062.16
Asst. Hesk	0.058	2,220.07	0.060	2,296.62	0.062	2,373.17
BASEBALL/SOFTBALL						
Head HS	0.126	4,822.90	0.132	5,052.56	0.138	5,282.23
Asst. HS	0.087	3,330.10	0.091	3,483.21	0.095	3,636.32
SOCCER						
Head HS	0.115	4,401.86	0.119	4,554.96	0.123	4,708.07
Asst. HS	0.090	3,444.93	0.097	3,712.87	0.100	3,827.70
Head Hesk	0.067	2,564.56	0.070	2,679.39	0.073	2,794.22
EVENTS SUPERVISOR						
Hesk.	0.021	803.82	0.026	995.20	0.031	1,186.59

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR: 2012-2013
BA/0 SALARY: 38,277

	0 Index	0	1-2 Index	1-2	3 Index	3
CROSS COUNTRY						
Head HS	0.089	3,406.65	0.093	3,559.76	0.097	3,712.87
Asst. HS	0.073	2,794.22	0.076	2,909.05	0.080	3,062.16
Head Hesk	0.067	2,564.56	0.070	2,679.39	0.073	2,794.22
GOLF						
Head HS	0.084	3,215.27	0.088	3,368.38	0.092	3,521.48
SWIMMING						
Head HS	0.160	6,124.32	0.169	6,468.81	0.178	6,813.31
Asst. HS	0.120	4,593.24	0.126	4,822.90	0.132	5,052.56
Head Hesk -Boys	0.060	2,296.62	0.063	2,411.45	0.066	2,526.28
Head Hesk -Girls	0.060	2,296.62	0.063	2,411.45	0.066	2,526.28
Asst. Hesk	0.042	1,607.63	0.044	1,684.19	0.046	1,760.74
VOLLEYBALL						
Head HS	0.115	4,401.86	0.119	4,554.96	0.123	4,708.07
Asst. HS	0.077	2,947.33	0.080	3,062.16	0.083	3,176.99
Head Hesk - 7th	0.067	2,564.56	0.070	2,679.39	0.073	2,794.22
Head Hesk - 8th	0.067	2,564.56	0.070	2,679.39	0.073	2,794.22
FACULTY MANAGER						
HS	0.173	6,621.92	0.176	6,736.75	0.179	6,851.58
Hesk	0.120	4,593.24	0.125	4,784.63	0.131	5,014.29
Plus released duty period						
ATHLETIC EVENTS SUPERVISOR						
HS	0.083	3,176.99	0.087	3,330.10	0.091	3,483.21
CHEERLEADER ADVISOR (3)						
HS	0.139	5,320.50	0.143	5,473.61	0.147	5,626.72
Asst. HS	0.091	3,483.21	0.095	3,636.32	0.099	3,789.42
Hesk (Fall)	0.046	1,760.74	0.048	1,837.30	0.050	1,913.85
Hesk (Winter)	0.046	1,760.74	0.048	1,837.30	0.050	1,913.85

NON-COACHING SUPPLEMENTAL SALARY SCHEDULE

Effective for the 2004-2005 school year compensation for supplementals are listed by category.

SCHOOL YEAR	2010-2011	2011-2012	2012-2013
BA/O SALARY:	**37,523**	**37,898**	**38,277**
CATEGORY A	5,703.50	5,760.50	5,818.10
Index	*0.152*	*0.152*	*0.152*
Yearbook - HS			
CATEGORY B	1,801.10	1,819.10	1,837.30
Index	*0.048*	*0.048*	*0.048*
Play Director - HS			
CATEGORY C	1,388.35	1,402.23	1,416.25
Index	*0.037*	*0.037*	*0.037*
Academic Decathlon - HS			
TLC - HS			
SADD - HS			
Newspaper - Heskett/High School			
Student Council - Heskett			
Yearbook - Heskett			
Computer/Technology Coordinator			
Assistant Musical Play Director (3) - HS			
Mac Scholars Coordinator/Diamond Scholars Coordinator			
Art Service/Club (combined program)			
Pep Band (2 positions)			
Madrigal			
CATEGORY D	1,163.21	1,174.84	1,186.59
Index	*0.031*	*0.031*	*0.031*
Class Advisor - 9th - HS			
Class Advisor - 10th - HS			
Class Advisor - 11th - HS			
Class Advisor - 12th - HS			
Prom Coordinator			
Graduation Coordinator			
Majorette Advisor - HS			
Jazz Band - HS			
VICA - HS			
Business Professional of America - HS			
Local Professional Development Committee(3)			
DECA			
Peer Mediation - Heskett			

CATEGORY E			
Index	975.60	985.35	995.20
	0.026	*0.026*	*0.026*
National Honor Society - HS			
Bell Choir			
Class Advisor - 8th - Heskett			
Power of the Pen - Heskett			
Jazz Band - Heskett			
Science Coordinator - Elementary			
Heskett Vocal/Orchestra			
Dance Team - Basketball			
CATEGORY F			
Index	825.51	833.76	842.09
	0.022	*0.022*	*0.022*
Academic Pursuit - Heskett			
Drama Club Advisor - Heskett			
Future Leaders of Tomorrow - Heskett			
National Honor Society - Heskett			
Intramurals - Elementary			
Student Leaders - Elementary			
Academic Challenge - HS			
Varsity "B" - HS			
Assistant Play Director (2) - HS			
Future Educators of America Advisor - HS			
Mac Scholars Advisor/Diamond Scholars Advisor			
Community Service Coordinator			
CATEGORY G			
Index	712.94	720.06	727.26
	0.019	*0.019*	*0.019*
Future Homemakers of America Advisor - HS			
Foreign Language Club(s) - HS			
Physical Fitness Coordinator - HS			
Ski Club - HS/Heskett			
Thearts - HS			
Bowling Club - Heskett			
Robotics Club - Heskett			
Assistant Drama Club Advisor - Heskett			
CATEGORY H			
Index	700.18	707.18	714.25
	0.01866	*0.01866*	*0.01866*
Building Level Intervention Assistance Team Chairperson			
Art Club – Heskett			
INTRAMURALS			
Index	2,213.86	2,235.98	2,258.34
	0.059	*0.059*	*0.059*
Boys - HS			
Girls - HS			
Boys - Heskett			
Girls - Heskett			

OTHER			
Marching Band Camp Director - HS	6,041.20	6,101.58	6,162.60
Index	*0.161*	*0.161*	*0.161*
Marching Band Asst. Camp Dirctor - HS	3,789.82	3,827.70	3,865.98
Index	*0.101*	*0.101*	*0.101*
Show Choir Director - HS	3,039.36	3,069.74	3,100.44
Index	*0.081*	*0.081*	*0.081*
Musical Play Director - HS	3,226.98	3,259.23	3,291.82
Index	*0.086*	*0.086*	*0.086*
Fourth of July Band Director	825.51	833.76	842.09
Index	*0.022*	*0.022*	*0.022*
Band Camp Majorette Director	975.60	985.35	995.20
Index	*0.026*	*0.026*	*0.026*
Student Senate - HS	2,213.86	2,235.98	2,258.34
Index	*0.059*	*0.059*	*0.059*
STIPENDS			
-for activities other than student leaders, intramurals and science coordinator			
Carylwood	1,500	1,500	1,500
Cental	1,500	1,500	1,500
Columbus	1,500	1,500	1,500
Glendale	1,500	1,500	1,500
-Mentors			
Traditional Mentor/per teacher mentored(prorated for late hires)	400	400	400
Praxis Mentor/per teacher mentored (prorated for late hires)	1,000	1,000	1,000
-Video Production			
Video Production Club Advisor	3,500	3,500	3,500
SUMMER SCHOOL/STUDENT INSTRUCTIONAL RATE - per hour			
This amount will be increased the same percentage at the same time as increases to the BA-0 Base Salary.	21.53	21.75	21.97

SUMMER STUDY

The summer study rate will be $20.00 per hour.

SUMMER WORKSHOPS

Teachers who are asked by the District to attend a summer workshop will be reimbursed $15.00 per hour by the District. Teachers will not be paid for workshops they choose to attend on their own.

Payment -

Payment for all co-curricular positions with a total annual salary of $900 or more will occur in three equal payments paid in the months of November, March and June.

ART - MUSIC

Elementary special area teachers (art and music) shall receive a stipend of $125 for every evening or outside of teacher work day student program beyond the first such program in a school year. To be eligible for the stipend, the building principal must approve the program.

BEDFORD CITY SCHOOL DISTRICT
CURRENT SUPERMED PLUS
CERTIFIED

BENEFITS	NETWORK	NON-NETWORK
Dependent Age Limit	Covered to 23rd Birthday	
Lifetime Maximum	Unlimited	
Deductible (Integrated)	$200 Individual $400 Family	
Coinsurance Maximum	500 Individual 1000 Family	1000 Individual* 2000 Family
Coinsurance	85%	75%
HOSPITAL SERVICES		
Room & Board	85%	75%
Ancillary Services	85%	75%
Emergency Room Services	85%	75%
X-Ray, Laboratory & Diagnostic Medical Tests (includes one annual routine pap test; one annual routine mammogram)	85%	75%
Outpatient Cardiac Rehabilitation	85%	75%
Organ Transplants (includes pancreas as covered organ)	85%	75%
Skilled Nursing Facility	85%	75%
Home Health Care Services	85%, Limited to 120 Days Per Year	75%, Limited to 120 Days Per Year
Hospice	85%	75%
PHYSICIAN SERVICES		
Surgery & Anesthesia	85%UCR	75% UCR
Voluntary Second Surgical Opinion	85%UCR	75% UCR
In-Hospital Medical Visits	85%UCR	75% UCR
X-Ray, Laboratory & Diagnostic Medical Tests (includes one annual routine pap test; one annual routine mammogram)	85%UCR	75% UCR
Medically Necessary Office Visits	85%UCR	75% UCR
Well Child Care, Covered to Age 9, Limited to a $500 Maximum Per Year	85%UCR	75% UCR
Private Duty Nursing	85%UCR	75% UCR
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Inpatient Mental Health & Substance Abuse Services	85%	75%
Outpatient Mental Health & Substance Abuse Services	85%Limited to 44 visits Per Year	75%; Limited to 44 visits Per Year

** Details of the medical benefits are indicated in the certificate booklet

Application for Continuing Contract

In accordance with section 5.43 of the Master Agreement, I (print name)_____ am submitting my name as a potential candidate for a continuing contract. I believe I have met, or will meet, the eligibility requirements for a continuing contract by the specified timelines during the current school year.

Applicants need to submit this application form to the building principal/evaluating administrator by October 15th to be considered for a continuing contract in the current school year.

Signatures:

_____ _____

Teacher/Candidate Signature Date

Date this document was received by the principal/evaluating administrator:

_____ _____

Administrator Signature Date

The building principal should provide a copy of this document to the office of the Assistant Superintendent by October 21st of the current school year.

BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO

TEACHER'S LIMITED CONTRACT

1. TEACHER'S NAME:	4. SCHOOL YEAR:
2. EMPLOYMENT RESOLUTION & DATE:	5. SALARY RATE PER SCHOOL YEAR:
3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT:	6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE:

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the "Teacher," and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2:

WHEREAS, the Teacher does not have continuing service status in the Bedford City School District and the Teachers has been recommended for employment or reemployment for not to exceed one (1) school year by the Superintendent of Schools of the Bedford City School District, and the Board of Education has approved such recommendation; and,

WHEREAS, the Teacher has been notified as required by Section 3307.58, Ohio Revised Code, of his duties and obligations under Chapter 3307, Ohio Revised Code, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Bedford City School District for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the Teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended, and the Teacher accepts the provisions of the laws pertaining to the State Teachers Retirement System as part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees, to teach the number of school days prescribed by the Board of Education during the term of this contract, and that the duties to be performed by the Teacher under this contract shall be those as have in the past been performed by teachers in the Bedford City School District and in particular shall be those duties as are directed and assigned by the Superintendent of Schools pursuant to Section 3319.01, Ohio Revised Code, including those duties and obligations set forth in the Teacher's Handbook as in force on the effective date of employment under this contract, and as amended or negotiated from time to time.

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 6, and the Teacher has set his/her hand on the date set forth below.

BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT

By_____
Treasurer

SIGN AND DATE THIS COPY AND RETURN
WITHIN FIVE DAYS TO THE
OFFICE OF THE ASSISTANT SUPERINTENDENT

_____
Teacher's Signature and Date

BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO

TEACHER'S CONTINUING CONTRACT

1. TEACHER'S NAME:	4. SCHOOL YEAR:
2. EMPLOYMENT RESOLUTION & DATE:	5. SALARY RATE PER SCHOOL YEAR:
3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT:	6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE:

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the "Teacher," and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2:

WHEREAS, the Teacher qualifies for continuing service status in the School District under Section 3319.11, Ohio Revised Code; and,

WHEREAS, the Teacher has been recommended for employment or reemployment by the Superintendent of Schools of the Bedford City School District, and the Board of Education has approved such recommendation; and,

WHEREAS, the Teacher has been notified, as required by Section 3307.58, Ohio Revised Code, of his duties and obligations under Chapter 3307, Ohio Revised Code, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT on and after the effective date of employment under this contract as hereinabove set forth in block No. 3, the Teacher shall be employed in the public schools of the Bedford City School District until, in accordance with law, the Teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended; and the Teacher accepts the provisions of the laws pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees, to teach annually the number of school days prescribed by the Board of Education, and that the duties to be performed by the Teacher under this contract shall be those as have in the past been performed by teachers in the School District and in particular shall be those duties as are directed and assigned by the Superintendent of Schools pursuant to Section 3319.01, Ohio Revised Code, including those duties and obligations set forth in the Teacher's Handbook, as in force on the effective date of employment under this contract, and as amended or negotiated from time to time.

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the Teacher as provided by Section 3319.12, Ohio Revised Code, or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 6, and the Teacher has set his/her hand on the date set forth below:

BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT

By_____
Treasurer

SIGN AND DATE THIS COPY AND RETURN WITHIN FIVE DAYS TO THE OFFICE OF THE ASSISTANT SUPERINTENDENT

_____
Teacher's Signature and Date

BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO

TEACHER'S SUPPLEMENTAL CONTRACT

1. NAME	5. SCHOOL YEAR
2. EMPLOYMENT RESOLUTION DATE	6. SUPPLEMENTAL DUTY POSITION
3. EFFECTIVE DATE OF EMPLOYMENT	7. CONTRACT TERMINATION DATE
4. SALARY RATE PER SCHOOL YEAR	8. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the "Teacher," and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education of the Bedford City School District dated as hereinabove set forth in Block No. 2:

WHEREAS, the Board of Education has determined it necessary to provide the services hereinafter set forth, has accepted the recommendation of the Superintendent of Schools of the Bedford City School District that the Teacher be engaged to perform said services, and has authorized this contract; and,

WHEREAS, said services are in addition to the Teacher's regular duties as a teacher in the Bedford City School District;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the Teacher shall be employed in the public schools of the Bedford City School District for the school year hereinabove set forth in Block No. 5, or such part thereof as may succeed the effective date of employment under this contract, to serve in the position hereinabove set forth in Block No. 6, and that the Teacher's duties in said position shall be as set forth and as amended or negotiated from time to time.

THE BOARD agrees to pay the Teacher at rate set forth in Block No. 4, per school year, payable as provided by resolution of Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED, that the Teacher's obligation to perform the services and duties provided for herein, and the Board of Education's obligation to accept the Teacher's performance of such services and duties shall terminate on the date hereinabove set forth in Block No. 7, and the Board of Education shall not be obligated to compensate the Teacher for any such duties performed after said date.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 8 and the Teacher has set his/her hand on the date set forth below.

BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT

By_____
Treasurer

SIGN AND DATE THIS COPY AND RETURN WITHIN FIVE DAYS TO THE OFFICE OF THE ASSISTANT SUPERINTENDENT

_____
Teacher's Signature and Date

Spouse Eligibility Certification F-1

(To be completed by the Employee – PLEASE PRINT)

If NOT EMPLOYED, STOP, sign below and return form. Otherwise, complete and have your spouse's employer complete all applicable sections of this form.

EMPLOYEE INFORMATION

FULL NAME	SCHOOL DISTRICT	SOCIAL SECURITY #
	Bedford City Schools	

SPOUSE INFORMATION

FULL NAME	DATE OF BIRTH	SOCIAL SECURITY #

Spouse is: ☐ Not Employed ☐ Employed

☐ Retired_____(date) ☐ Other _____

Is group health insurance or prescription drug insurance available to your spouse through his/her employment (whether as a current employee or retiree)?

☐ YES ☐ NO

Regardless of your answer, your spouse must have his/her employer complete the Employer Information on the other side of this page.

The District requires that if your spouse is eligible to participate in group health insurance and/or prescription drug insurance, the spouse must enroll in such employer-sponsored group insurance coverage(s). Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

The District provides healthcare and prescription drug benefits and will rely upon the information contained in this Certification in making its determination regarding your spouse's eligibility to receive benefits from the Plan.

Please note that it is your responsibility to advise the District immediately (and not later than 30 days after any change in eligibility) if your spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer after the date you submit this Certification. Upon becoming eligible, your spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, and upon such enrollment by your spouse, the District will become the secondary payor of benefits.

If you submit false information in this Certification or fail to timely advise the District of a change in your spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the District providing benefits to which your spouse is not entitled, you will be personally liable to the District for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the District. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information in this Certification, you may be subject to disciplinary action by your school district, up to and including termination of employment.**

EMPLOYEE CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE EMPLOYEE AND SPOUSE INFORMATION IS CORRECT, and understand that, to ensure benefits are coordinated properly between employers, the District will verify the accuracy of information by conducting audits, contacting me, and contacting my spouse's employer.

X	
EMPLOYEE'S SIGNATURE & DATE (Required)	AREA CODE / PHONE NO.

ATTEST:

FOR THE BOARD:

President, Board of Education

Superintendent of Schools

Assistant Superintendent

Treasurer

May 27, 2010
Date of Adoption

FOR THE ASSOCIATION:

President, Bedford Education Association

Vice-President and Negotiations Chairperson, Bedford Education Association

May 24, 2010
Date of Ratification

Memorandum of Understanding - #1

The BEA President and Superintendent shall each appoint up to 12 members to a committee which will generate ideas to improve teacher morale, to facilitate creation of an environment that will serve to promote better working relationships between teachers and administrators, and to develop a more positive learning environment and to promote positive public perception of the Bedford Schools. The Committee shall be provided with the meeting notes from the 2/2/10 IBB session. Committee members shall be appointed by April 1st and shall submit their report and recommended action plan to the BEA President and Superintendent by the last teacher work day of each school year.

Memorandum of Understanding - #2

Student class lists shall be made available to teachers three (3) days before the first teacher work day. It is understood that such lists will be modified over the course of the year due to student enrollment fluctuations.

The alphabetical bus list by building and grade level shall be available to teachers in the buildings three (3) days before the first teacher work day.

For the 2008-09 school year and on a pilot program basis IID shall be moved to the second teacher day of the year and shall be modified so that the first half of the day is devoted to District activity and the second half of the day is devoted to teacher review and analysis of student data to better enable the teachers to offer quality instruction on the first student day. By December 15, 2008 three (3) representatives of the Association and three (3) representatives of the Board will meet to evaluate the success of the pilot program and may agree to continue or modify the pilot for following years. Decisions shall be made by consensus. Absent an agreement by both parties to continue or modify the pilot for the following year, IID will revert to the format in effect during the 2007-08 school year.

Memorandum of Understanding - #3

In the event a teacher on continuing contract, as a result of being retained or recalled following a reduction in force, is assigned to a teaching field she/he has not taught in the Bedford Schools, the Association and administration agree to collaborate to encourage that teacher, during her/his first year in that assignment, to complete 30 PDU hours or to take a refresher college course in that area of licensure, and/or to seek and obtain mentoring and guidance with a teaching colleague experienced and successful in that area of licensure.

Memorandum of Understanding - #4

Insurance

The Bedford Education Association Bargaining Team and the Bedford Administration's Bargaining Team (the "Parties") hereby agree that a representative from Ohio Education Association and a representative from Oswald will work together and issue the Request for Proposals ("RFPs") to Aetna, Anthem Blue Cross & Blue Shield, Kaiser Permanente, Medical Mutual of Ohio, and United Healthcare of Ohio for a single replacement product that features medical, prescription drug and a dental plan. The vision, dental and drug plans will also be reviewed. Carve-out quotes for the drug plan will be directed to Ohio Collaborative (OC) and the EmployRxs Health Purchasing CoRxporation of Ohio (EHPCO). This is in accordance with the recommendations presented in the email Attachment A dated April 19, 2010.

The Parties also agree to meet and review the results of the RFPs with the representative from OEA and a representative from Oswald and members of the LMHIC to determine if any reduction should be made to the agreed to deductible, premium contributions, and drug co-pays for school year 2010-2011.

ATTACHMENT A

From: Gascon, Gregg [OH]
Sent: Monday, April 19, 2010 3:57 PM
To: smicsak@bedford.k12.oh.us; jzgabik@bedford.k12.oh.us; O'Connell-Burton, Kathleen [OH]
Cc: Satterlee, DeAnn [OH]; Bill Fisher
Subject: Health Insurance Information Analysis Findings
Importance: High

Kathleen, Sherm and Jerry:

I apologize for getting the results of my information analysis to you so late, but data has been coming in from the carriers continuously (including today). With that being said, my analysis and recommendations are below.

Information Request (1)
Health plan certificates of each health insurance plan in force (medical, pharmaceutical, dental, vision and life insurance) including any rider and a statement from the employer indicating the funding status (e.g., fully-insured, self-insured) of each plan.

Observations
Medical Mutual of Ohio PPO Network Comprehensive Major Medical Health Plan Certificate (Group Nos. 692652-201, 301, 401, 501) offers features of plan designs that were seen in the past such as deductible carryovers, cross-application of deductibles and the use of the term 'comprehensive major medical' though the plan is a preferred provider organization. Here it should be noted that deductible and out-of-pocket levels were lower than those seen across the state in the School Employees Health Care Board's Annual Health Insurance Cost Report of 2009. The 85/75% coinsurance split between network and non-network services is unusual (they should be at least 20% apart to drive participants to network facilities), but given the number of network providers, this may be sufficient. While the plan addresses the new mental health parity provisions, any new plan adopted after September 23, 2010 will have to address federal health reform measures in an expansion of its dependent age limitation, pre-existing condition limitations, lifetime maximum, and preventive care cost-sharing. In addition, in July, the dependent age limit in Ohio will rise to 28. The District should be able to cost out these mandated benefits with its incumbent or alterative vendors during its next renewal.

The Prescription Drug Certificate for the SuperMed® Script Prescription Drug Program administered by Medical Mutual of Ohio (Group No. 692652-016) is a standard 3-tier plan with a $5/$15/$30 copayment structure for retail drugs and a $10/30/$60 copayment structure for mail order drugs. Many plans have move to a coinsurance structure for tiers 2 and 3 with minimum and maximum levels for retail and mail order drugs to drive cost savings from the retail side of the program, and dropped copayment and coinsurance levels for maintenance drugs on the mail-order side of the program to drive health status improvements. The schedule of benefits did note a generic incentive program and home delivery incentive, which are positive features to drive generic utilization, which saves money for employers and employees alike and is neutral towards health plan participant health status. I did not observe any additional prescription drug plan features such as fill limits, a separate out-of-pocket maximum for the proton pump inhibitor therapeutic class with a step-down therapy program to over-the-counter alternatives. A conversation with the incumbent and potential prescription drug plan vendors should allow the District to identify other programs to drive costs down and identify programs to improve plan participant health status and compliance.

The Medical Mutual of Ohio Dental Certificate (Group No. 692652-013) for the Traditional Dental with Orthodontia is a standard non-scheduled certificate without the benefit of a network program, a low lifetime maximum for orthodontia and a deductible carry-over; these design features could be addressed with the incumbent and alternative carriers in a formal request-for-proposal.

Like the dental insurance plan, the Medical Mutual of Ohio Vision Certificate for the SuperMed Vision™ Plan E (Group No. 692652-007) is a standard plan offering that allows for yearly exams, lenses and frames. Opportunities for improved cost management and health status improvements would drop the copayment for annual exams and move the scheduled lens and frame replacements to every 2 years.

The Kaiser Permanente Health Maintenance Organization plan (Group No. 00000540) that is offered through the District is a puzzling option. The plan is essentially free except for infertility services and a $5 copayment for prescription drugs. The schedule of benefits identifies an out-of-pocket maximum, but no deductible level. A conversation with the incumbent and potential prescription drug plan vendors should allow the District to identify other programs to drive costs down and identify programs to improve plan participant health status and compliance.

Information Request (2)
Renewal development statement of each health plan.

Observations
The Medical Mutual of Ohio renewals can be separated into their insured renewal rates and their administrative services renewal development statements. This data has been placed into a Microsoft Excel spreadsheet in 2 tabs to provide the basis for a longitudinal analysis of the renewals for 2007 – 2010. Here, on the insured renewal rate tab, the data indicates that the medical premiums have increased 9.2 percent while vision premiums have declined 17.1 percent during the time period referenced, while family contract enrollments in the medical and vision plans have declined 16.6 percent and 23.3 percent, respectively. On the administrative services table, within the pharmacy plan, administrative charges have declined 62.6 percent, estimated incurred claims have increase 4.9 percent, and risk adjustments have increased precipitously; single enrollments over this time period increased by 7 persons while family enrollments decreased by 46. Within the dental plan, the administrative charges have decreased 31.9 percent, the estimated incurred claims have increased 1.5 percent, and risk adjustments have decreased dramatically; single enrollments over this time period increased by 11, while family enrollments increased by 33.

Medical Mutual of Ohio also prepared a special report on the 2008 and 2009 renewals that contained a great deal of useful information. While the data is old, it indicates that 30 scripts were written for Fentora, which is a newer paid medication for high-end pain; typically, cancer survivors utilize this drug. Thirty scripts were written from September 2008 through August 2009 for $169,226, which was 19% of the District's drug spend for that year. What it looks like they are doing now is using the high-cost newer drug for everyday use then using something cheaper for breakthrough (acute) pain. I've asked Medco to work with the prescribing doctors to identify whether or not an alternative therapy such as using a fentanyl patch for everyday use and oxycodone for breakthrough pain would be medically appropriate, identify if any alternative therapy was recommended to the patient, and identify if such alternative therapies could improve pharmaceutical care and lower costs for the patients affected. Other ideas on this type of management are available from better sources than me- See, for example, the opiod agonists section in Hamilton, R.J. (2010). *Tarascon pharmacopoeia, 2010 Library Edition.* Boston, MA: Jones and Bartlett Publishers. Here, the point is that the pharmaceutical plan vendors should be actively working to investigate alternative treatment programs for high cost or rare drugs. The second highest drug cost is Nexium, a proton pump inhibitor. STRS just put it a plan to provide Nexium users with OTC coverage for Prilosec and Omeprazole. I've asked Medco to look into identifying how much Bedford CSD could save by implementing a similar program. The third issue is that Bedford's home delivery spend is 52% of its total rx spend even though it comprised 27% of all scripts written during September 2008 – August 2009. The problem is that the norm for acute to maintenance is within the norm, but the plan paid PMPM is much higher in the District. You can infer the cause in the data- the mail order copayments are set at 2X retail rather than the industry standard of 2.5X retail.

The renewal Kaiser Permanente's rate proposal is divided up into 5 sections, each except the last (assumptions and definitions) of which will be addressed herein. Section 1, the proposal summary, indicates that the medical plan premium saw a 12.12 percent increase in the CY2010 renewal. Two observations are in order: the plan design offers few patient cost management strategies while its plan and provider cost strategies are on a more solid footing. Second, the group uses a 2-tiered contract system (i.e., single/family) rather than the 5-tier structure (i.e., subscriber, subscriber + spouse, subscriber + child, subscriber + children and subscriber + family) which is available from the incumbent carrier. Widening the tier structure reduces subsidization and increases equity between employees. The rate buildup in Section 1 provides more information for the District's Labor-Management Health Insurance Committee to consider. While each of these items is interesting to the analyst, the one that is of most importance to the District's Labor-Management Health Insurance Committee (LMHIC) is the late payment charge of $227 per month ($4.25 PMPM). I asked Kaiser Permanente's representative to investigate the history of the late charges, and, while their Colorado is still working on a full analysis, it seems as if the District has been paying its bills late. If the District were to correct this problem structurally and communicate the changes to Kaiser

Permanente, there is a chance that this extra fee could be waived.
Section 2 of Kaiser Permanente's rate proposal reviews the membership of the health plan participants, which informs the demographic factor that was applied in the group's manual rate calculation; one can observe that this demographic factor is lower in 2009 than in 2008 due to the decrease in the group's average age and contract size. Section 3 details the risk factor backup that was utilized by the carrier; the group's current risk factor of 1.04 is favorable Section 4 details the rate and benefit summary for the group, which reveals that the plan design is primarily responsible for the benefit adjusted base rate. Thus, a change in benefit design could drive rates lower.

Information Request (3)
NCQA report card and HEDIS report for plan design (if fully-insured or offered by a health and life insurance company or health insuring corporation with NCQA accreditation for an HMO or PPO and is self-insured).

Observations
Both the Kaiser Permanente HMO and Medical Mutual of Ohio SuperMed PPO programs currently hold an excellent accreditation status. Kaiser received 4 stars in access and service, qualified providers, and living with illness; it received 3 stars for staying healthy and getting better. Medical Mutual of Ohio received 4 stars in access and service and qualified providers; it received 3 stars for staying healthy, getting better, and living with illness.
The HEDIS reports from both companies are quite information. While the reporting formats of both reports are different, comparisons can be made within and across major HEDIS categories for any item of interest.

Information Request (4)
Copies of the employer's policies and practices regarding employee health risk avoidance (e.g., 100% tobacco-free campus), loss prevention (e.g., policy that allows employees time to work out or reimburse same for a gym membership) and risk reduction activities (e.g., programs to promote employee physical activity, healthy nutrition and stress reduction, or an incentive to complete an annual health risk appraisal questionnaires).

Observations
The Board has policies on a drug-free workplace, potential employee physical examinations, substance abuse, tobacco, and an employee wellness program. This suite of programs represents an excellent foundation to develop worksite wellness programs based upon needs assessment data.

Information Request (5)
Name of the employer's health insurance consultant, agent or broker, their contract with the employer, and their annual compensation amount including all forms of compensation, fees, commissions, or other remuneration for services rendered to the employer.

Observations
The District maintains a health consulting contract with the Oswald Companies. I would recommend that the District's labor-management health insurance committee recommend a health insurance consultant through a formal request-for-qualifications process, and that the contract include a section that states that 'The Consultant may receive no other form of compensation, commission, or other remuneration for services rendered to the District or as a result of services rendered to the District. The Consultant shall disclose of arrangements for commissions, or other forms of remuneration that it has with vendors with whom the District contracts or may negotiate for services.' I would also recommend that the labor-management health insurance committee evaluate the extent to which the consultant has satisfied the needs and concerns of all parties to the committee on an annual basis.

Information Request (6)
Name of the life and health insurance company, health insuring corporation or third party administrator (TPA) representative that works directly with the employer.

Observations
For Medical Mutual of Ohio, it is Yolanda Williams; for Kaiser Permanente, it is Sarah Ely. I communicated with both extensively to obtain the data for this report. Receipt of the data was delayed through March and April, however, as the much of the information had not been requested before.

Information Request (7)
Copy of the medical and pharmaceutical plan(s)' aggregate utilization report for the past 3 complete plan years.

Observations
Medical Mutual of Ohio was able to produce 2 years' worth of aggregate utilization on its PPO, drug, dental and vision plans; Kaiser Permanente was not able to produce such a report due to the small size of the group (< 100 lives). While Medical Mutual of Ohio's reporting system is somewhat antiquated in comparison to the group reporting systems of health and life insurance companies and health insuring corporations operating in Ohio, it does offer some interesting information. The report for plan year 09/01/08 through 08/31/09 identifies 34 high utilizers that account for ≥ 50 percent of medical claims (the Pareto Group); identifies that 95 percent of medical facility and professional claims were generated in-network. Pharmaceutical claims accounted for 25 percent in 09/01/07 through 08/31/08 and 26 percent in 09/01/08 through 08/31/09.

Information Request (8)
Copy of each population health management (PHM) program (e.g., lifestyle, demand, disease, catastrophic care and disability management) offered by the medical health insurance carrier or TPA along with utilization statistics for the past 3 complete plan years.

Observations
Medical Mutual of Ohio was able to produce a predictive modeling report (March 2010) and a health management group participation report (09/06 through 08/07). The former report indicates that, in comparison to its comparable group (other Ohio schools), the District has a higher prevalence of high blood pressure, diabetes, heart failure, asthma/chronic obstructive pulmonary disease, and depression. The health risk data is lacking. The health management group participation report is based on old data, but indicates the need for increased communication and education.

Information Request (9)
Copy of the employer's aggregate employee health risk appraisal (HRA) for current calendar year along with data indicating the number of employees participating in the employer's medical insurance plan who took the HRA divided by the number of employees participating in the medical insurance plan.

Observations
Medical Mutual of Ohio sent a health screening aggregate group report from 11/03/09 that indicates that 12 percent of participants took a health screening. Given the sample size, the data is insufficient to generalize findings to the population. Its health risk appraisal is based upon the University of Michigan's Health Management Research Center (UM-HMRC), and contains the data fields needed for epidemiological management. The health risk appraisal from Kaiser Permanente is different from that of Medical Mutual of Ohio, but it too contains the data fields needed for epidemiological management. In a review of participation, Kaiser Permanente indicated that 1 person took the health risk appraisal in 2009.

Information Request (10)
Copy of the employer's health insurance procurement policy.

Observations
The District has none. It is recommended that the Board consider a formal health insurance procurement policy that addresses health insurance consultants and plans.

Information Request (11)
Copy of the last request-for-proposal (RFP) released by the employer for all health and life insurance plans along with a list of the recipients and copies of their responses.

Observations
Information from the 2008 RFP was received. Aetna, Anthem Blue Cross & Blue Shield, CIGNA and United Healthcare of Ohio placed quotes on various insurance plans with Willis. At the time, Kaiser Permanente was not interested in bidding on a replacement plan for employees; they indicated to me in March 2010 that they are now interested in doing so. It is interesting to note that Willis compensation amounted to $18,000 in 2008, while the Oswald Companies are charging $32,000 (without the Willis contract, however, it is difficult to compare the services provided through each firm).

Information Request (12)
Copy of the results of the last dependent eligibility audit.

Observations
None has been completed this year. It should be noted that the Board must do so during the term of its next collective bargaining agreements with certified and classified staff. The literature base indicates that, on average, 10 percent of dependents are employer-based medical insurance plans are ineligible for the plan.

Overall Recommendations
First, I will follow up with the Board's current health insurance consultant on the issues raised in the renewal reports in terms of pharmaceutical management opportunities within Medco and the issue of late payments for the Kaiser Permanente HMO.

The data reviewed above indicates the need for the placement of a formal request-for-proposal in the market with Aetna, Anthem Blue Cross & Blue Shield, Kaiser Permanente, Medical Mutual of Ohio, and United Healthcare of Ohio for a single replacement product that features a medical, prescription drug and dental plan; given the number of persons participating in the vision plan, it might be more cost effective to drop the plan entirely and replace it with employer-provided funds in the medical/dental portion of a flexible spending account. If the plan is to be offered by a life and health insurance company, it should feature fully- and self-insured quotes with prescription drugs inside and carved out of the program. Carve-out quotes should be directed to the Rx Ohio Collaborative (RxOC) and the Employers Health Purchasing Corporation of Ohio (EHPCO). This is the responsibility of the Oswald Companies, but I believe the teacher's contract calls for the full participation of the District's labor-management health insurance committee in this effort.

Next, I would recommend that the District and the unions convene the District's Labor-Management Health Insurance Committee and provide them with the information that OEA has requested (4 inches thick) and a copy of my observations. I will review both with them, and invite the Committee to the joint OAPSE-OASBO-OEA-OSBA labor-management health insurance committee training beginning this autumn.

I would also recommend that the Board develops a formal health insurance procurement policy that addresses health insurance consultants and plans. This may be put off until June when the SEHCB will announce its next series of best practices that addresses these issues.

Bargaining between the Board and the teacher's association will have to address the inadequate response of medical insurance plan participants to the health risk appraisals offered by the incumbent carriers by creating an incentive system for wellness program participation that is consistent with O.A.C. § 3306-2-03(A)(1)(e).

Once bargaining concludes, I would recommend the development of a worksite wellness subcommittee to drive innovative interventions based upon the data gathered to develop this report.

Before the end of October, 2010, conduct a formal request for qualifications for a health insurance consultant with the incumbent and alternative consultants in order to identify someone who is selected and evaluated by the committee rather than the administration alone.

Thank you again for the opportunity to work for the Board and employees of Bedford City School District. Schedule permitting, I would be happy to work with you all further to control costs and improve employee health status.

Gregg Gascon, Ph.D.
Collective Bargaining and Research
Ohio Education Association
225 East Broad Street
Columbus, Ohio 43215

(T): 614.227.3019
(F): 614.228.2349

If by October 15, 2010 Board representatives are not able to provide BEA with written confirmation that OAPSE Local 136 has modified its negotiated agreement with the Board to confirm the agreement of Local 136 to fully participate, on the terms set forth above, in the Health Care Committee and to share in the process to keep premium cost increases at 5% or below starting in January 1, 2012 as set forth in pargraph C above, then BEA and the Board shall make such modifications in their agreement to remove any preference to participation by Local 136 in the Health Care Committee or program.

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OEA
OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

July 22, 2010

STATE EMPLOYMENT RELATIONS BOARD
2010 JUL 26 P 3:02

State of Ohio
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Bedford Education Association

Gentlemen:

Please find enclosed one (1) copy of the completed Master Agreement between the Bedford Education Association and the Bedford City School District Board of Education effective from July 1, 2010 through June 30, 2013.

If you have any questions, please don't hesitate to let us know. Thank you.

Sincerely,

Kathleen O'Connell-Burton
Labor Relations Consultant

KOB/dms

Enclosure

MAYFIELD HEIGHTS UNISERV OFFICE
Serving Local Associations in Cuyahoga, Geauga, Lake, Medina, Portage and Summit Counties
6009 Landerhaven Drive, Suite A-2, Mayfield Heights, OH 44124 ■ PHONE: (440) 442-2922 or 800-330-2677 ■ FAX: (440) 442-3366
An Affiliate of the National Education Association

2545-01

09-MED-03-0355

K25477

Agreement

between

Bryan Education Association

And

Bryan City Board of Education

July 1, 2009-June 30, 2012

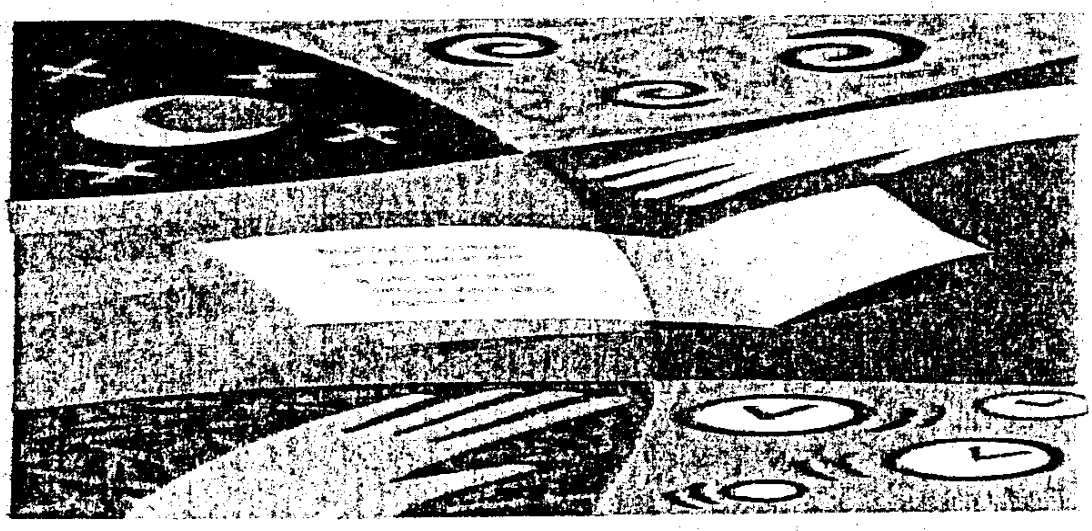


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ARTICLE I - PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. RECOGNITION

The Bryan City Board of Education, hereinafter "Employer" or "Board" recognizes the Bryan Education Association OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117, Ohio Revised Code, for all certificated personnel including regularly employed part-time teachers and excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Special Education Coordinator, Psychologist, and other Administrative personnel as defined in Chapter 4117, Ohio Revised Code, and substitutes with less than sixty (60) consecutive days of employment in any given school year, except those substitutes who work for a period of time beyond forty-five (45) school days for the same bargaining unit member. The position of Athletic Director shall be included within the bargaining unit until such time as the Board of Education determines it necessary to make the position a full-time administrative position.

The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education of the Bryan City School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Sections 3313.20, 3313.47 Chapter 124, and Chapter 4117 of the Ohio Revised Code except as modified by this Agreement.

B. SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

C. PROCEDURES

1. Requests For Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than one hundred (100) days nor later than eighty (80) days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Specific members of the teams shall be designated at the initiation of negotiations and no other persons shall participate in negotiations.

3. Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all necessary prepared information concerning the financial resources of the District.

4. Recesses

The chairperson of either group may recess his group for independent caucus at any time. Caucus shall be of reasonable length.

5. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

6. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

D. AGREEMENT

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the Agreement shall then be signed by the parties. The resulting Agreement shall be binding on both parties.

E. DISAGREEMENT

1. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract then a state of impasse shall be declared to exist and the services of the Federal Mediation and Conciliation Service shall be jointly requested by the parties. In the event the commissioner cannot meet within ten (10) calendar days then the parties may proceed to #2 and #3 below.

2. The two parties shall request a list of nine (9) arbitrators from the American Arbitration Association. Said list must contain only arbitrators who are available to serve within ten (10) days from selection. The alternate strike method shall be used in the event that the parties cannot agree upon any one individual. The selection of the arbitrator must be made within twenty-five (25) days of the declaration of impasse.

3. The arbitrator shall meet with both parties and attempt to mediate a settlement prior to the expiration date of the contract. The costs of the arbitrator shall be borne equally by the Association and the Board.

4. The Board and Association agree that this impasse process shall supersede all other dispute settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

F. GENERAL

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

The Association President and Superintendent shall be provided a PDF copy of the final agreement.

ARTICLE II - GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. PURPOSES

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances, which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, she/he may first discuss the alleged grievance with the appropriate administrator who has the authority to bring about a resolution to the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or her/his Association representative.

D. FORMAL PROCEDURES

Step 1

No later than ten (10) days after the grievant knew or should have known of the occurrence of the alleged violation giving rise to the grievance, the grievant shall submit to the appropriate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed Step 1 grievance. A copy of the completed form

shall be given to the grievant and to the Association President. Within five (5) days of receipt of the grievance report, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and to the Association President within five (5) days after such meeting.

Step 2

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step 1, the grievant and/or the Association representative shall complete a written grievance report form. Step 2, and submit the same to the Superintendent within five (5) days after receipt of the written answer to Step 1. Within five (5) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to grievant, to the Association President, and to the Administrator(s) involved.

Step 3

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition, has been made within the above stated time limits in Step 2, the Grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent and the American Arbitration Association a request for arbitration. The demand for arbitration shall occur within five (5) days of receipt of the Step 2 disposition. A request for a list of nine (9) arbitrators shall be submitted to the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights contained in the negotiated agreement, and his award shall be final and binding upon both parties. Either or both parties may be represented at the arbitration hearing. The party against whom the settlement is made as determined by the arbitrator shall be assessed the full cost of the arbitrator.

E. GENERAL PROVISIONS

1. Grievances that relate to more than one building shall commence at Step 2.

2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties.

3. During the period from the first day of classes until the final day of classes, the term "day" shall be defined as any day on which unit members are in session. Following the final day of classes, the term "day" shall be defined as any weekday excluding July 4.

4. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with an administrator without recourse to grievance procedure except that the Association President will be informed of any results that affect the negotiated agreement.

5. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall be notified by the grievant that grievance has been filed and have the right to have its representative present to state the views of the Association at all stages of the grievance procedure.

6. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

7. The grievant and the Association President engaged during the school day on behalf of the Association in any professional grievance proceedings, including arbitration, shall be released from regular duties during such participation without loss of salary. Any other employee engaged shall be released from regular duties however the Association shall be responsible for the costs of any substitute teachers employed to cover that absence.

8. No records dealing with grievances shall be placed in the personnel files of the participants.

9. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present.

ARTICLE III - ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted to only the Association as the exclusive representative of the employees, and to no other organization.

B. USE OF BUILDINGS, FACILITIES, EQUIPMENT, AND SERVICE

1. The Association and its representative shall have the right to use school buildings in accordance with Board policy at all reasonable hours for meetings.

2. The Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines, computers and all types of audio-visual equipment at reasonable times, with prior approval of building principal, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

C. DISSEMINATION OF INFORMATION

1. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district email during duty free time, and employee mail boxes for communication to bargaining unit members. Any member mailing of a general nature shall be copied to the Administration concurrently with the mailing.

2. The Association shall have the right to use the P.A. system to announce Association related activities and/or meetings in accordance with building policy.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The employer agrees to deduct dues from the salaries of members of the Association and to transmit the money by check promptly to the Association.

2. Deductions will commence with the first pay period in October and extend through fifteen (15) consecutive pay periods. The deductions will be as nearly equal in amount as possible for the individual.

3. The employer, within five (5) school days of the deduction, shall transmit to the Association a single check in the amount of all dues so deducted.

   The Association, ten (10) school days prior to the first pay period in October, shall transmit to the employer a list of those employees who have properly signed payroll deduction authorizations and submitted them to the Association. The list shall include the total amount to be deducted along with the number of deductions for each individual.

4. Should any employee sever their relationship, either voluntarily or otherwise, with the district in mid-year the Board shall deduct the remaining annual dues from the employee's last paycheck and transmit that amount to the Association pursuant to the above procedure.

5. The Association shall indemnify and hold the Board harmless from any claims paid against the Board resulting from this provision so long as the Board has followed the procedures set forth herein.

E. NON-DISCRIMINATION/NO REPRISALS

Pursuant to Ohio Revised Code 4117, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join or not join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

F. RECEIPT OF BOARD INFORMATION

The Board agrees to furnish to the Association in response to written requests for information concerning the following: Any financial reports and audits after Board approval, notices, agendas and minutes of all school Board

meetings; Treasurer's reports; names, addresses, and telephone numbers of all bargaining unit members; salaries paid thereof and education background. A Board policy manual will be supplied to each building along with updates of said manuals as they occur. This policy manual may be provided by electronic access through a district web site.

G. BOARD MEETINGS

The Association representative(s) at special and/or regular Board meeting shall have the right to address any item on the agenda at a time determined by the Board. The agenda shall be provided to the Association President at the same time and by the same means as provided to the Board.

H. ASSOCIATION-ADMINISTRATIVE CONCERNS COMMITTEE

A committee comprised of four (4) designees of the Superintendent and four (4) designees of the Association President shall meet upon request to discuss any items, which may be of concern to the Association and/or Administration.

I. ACCESS TO MEMBERS OF BARGAINING UNIT

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during lunch and conference periods provided that this shall not interfere with or interrupt normal school operations. The representative shall check in at the principal's office upon entering the building.

J. NEW TEACHER ORIENTATION

The Association shall be given time to address the new teachers at the conclusion of the teacher orientation meeting.

K. DUTIES BEYOND REGULAR SCHOOL DAY

The Association and all teachers recognize their responsibilities to their profession require the performance of some duties that involve the expenditure of time beyond that of the regular working day. These duties which teachers agree to assume according to past practices are:

1. Staff meetings and level department meetings called by the Administration will be reasonable in number and length.
2. Curriculum meetings during school day with release time provided or on the bargaining unit member's own time at tutor rate.
3. PTO meetings - one (1) per academic year.
4. Open House - maximum of one (1) per academic year.

L. NOTIFICATION OF PROGRAM CHANGE

The Board will notify the Association in advance of any anticipated change of programs which could have the effect of reducing staff levels and will discuss these issues with the Association.

ARTICLE IV - VACANCIES AND TRANSFERS

A. VACANCIES

1. Vacancies for positions within the bargaining unit which the Board intends to fill shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association President. Positions as above-described shall be posted at least five (5) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the Central Office. For applicants from within the district where qualifications are substantially equal the position shall be awarded on the basis of greatest system seniority. This does not preclude the administration from hiring a better qualified individual from outside the system. No more than three (3) postings shall be required in filling a series of vacancies created by occurrence of an original vacancy which shall be considered the first posting. Any regular teaching position vacancy occurring during the school year may be filled on a temporary basis for the balance of the school year and should the Board determine to fill the vacancy for the following year, the vacancy shall be filled on a permanent basis prior to the time period set forth in A-3.

2. During the summer months when regular school is not in session, the employer will post in the central office all vacancies as above-described and shall also forward at the same time copies of said vacancies to the Association President. The vacancy shall also be posted on the Board's web page. Positions so posted shall

remain posted at least seven (7) calendar days prior to being filled. Application may be made in the same manner as above-described (paragraph 1). Likewise, these positions shall be filled on the same basis as provided in paragraph 1 above.

3. Posting requirements of Article IV of the Agreement shall not apply between July 1 and the first day of the next school year, except that, the Association President shall be notified of all regular teaching position vacancies.

4. A vacancy shall be defined for purposes of this agreement as a position presently unfilled due to the retirement, resignation, termination, transfer or nonrenewal of a teacher, a position currently filled but which will be open in the future due to the retirement, resignation, termination, transfer or nonrenewal of a teacher, or a new position that is currently not in existence which has been created by the Board and which the Board intends to fill. Supplemental positions must be posted separately from teaching positions, except for supplemental extended time contracts covered by Article XII, H.

B. TRANSFERS

1. At least fifteen (15) days prior to the effectuation of any involuntary transfer, the employer shall provide the affected bargaining unit member the right to meet with the administration to discuss reasons for the involuntary transfer.

2. A teacher being involuntarily transferred will be placed in a certified position, which does not involve a reduction in total compensation or impairment of tenure.

3. In the event an involuntary transfer occurs due solely to a change in student enrollment and said student enrollment change does not involve a reduction in staff, the unit member in the subject area or grade level in the affected building with the least system seniority shall be transferred as provided for in number 4 of this section. Before the effectuation of any involuntary transfer due solely to a change in student enrollment and said student enrollment change does not involve a reduction in staff, the administration shall offer all teachers in that subject area or grade level in the affected building the opportunity to volunteer for the transfer to the new position. In the event that more than one teacher volunteers, the teacher who is highest on the seniority list will be the one transferred.

4. Bargaining unit members facing involuntary transfer will meet with representatives of the Association and the Administration. This meeting will be for the purpose of developing a mutually agreed upon assignment of positions. If agreement cannot be reached by all parties, those unit members who are facing involuntary transfer shall choose one of the newly created positions based on the system seniority of only these unit members.

5. Any bargaining unit member who has been involuntarily transferred from a grade level due solely to a change in student enrollment, will be offered the first open position at that grade level that occurs within a two year time period from the date of transfer and the vacancy provisions of Article IV (A) shall not apply. If the bargaining unit member refuses the offered position, the position will be filled in accordance with Article IV (A).

ARTICLE V - EMPLOYMENT PRACTICES

A. CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. Said contract shall state the position for which the person is being contracted along with the amount to be paid. Contracts shall be of two kinds; limited and continuing.

1. Limited Contracts

A limited contract is a contract for five years or less in duration. Supplemental contracts are limited contracts in accordance with the Ohio Revised Code and are not subject to the terms in this section.

a. Upon initial employment, a minimum of a one-year contract shall be issued by the Board.

b. The second contract issued by the Board shall be for two years or more unless: (1) the teacher requests a one year contract in which case the teacher's request shall be honored, (2) the Administration deems it necessary to issue a one year contract at which time the Administration will meet with the teacher to

explain the reasons for a one year contract. The teacher shall have the right to be represented at this meeting.

c. The third contract issued by the Board and thereafter shall be for three years or more unless: (1) the teacher requests a one year or a two year contract in which case the teacher's request shall be honored, (2) the Administration deems it necessary to issue a one year contract at which time the Administration will meet with the teacher to explain the reasons for a one year contract. The teacher shall have the right to be represented at this meeting.

2. Continuing Contracts

a. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than September 15TH of the school year in which they are eligible for continuing contract status. The teacher need not be at the end of a limited contract to receive a continuing contract. Failure to notify the Superintendent by September 15TH shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after September 15th shall not serve as the notice required by this section for the following school year. If a teacher is in the middle of a multi-year limited contract applies for continuing contract and is denied, this teacher will continue working under their limited contract.

b. A teacher becomes eligible upon satisfaction of one of the following:

1. Teacher is employed by the Board for a period of two years and the teacher has previously attained continuing contract status in another Ohio public school district.
2. Teacher has worked in the School District for three of the last five years and has a professional certificate.
3. Teacher has worked in the School District for three of the last five years, has a (5) five-year professional license and:
   a. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or
   b. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has completed thirty semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
   c. Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Article V, if the Board or the Superintendent believes that the member is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.
   d. A member may withdraw their request for continuing contract at any time prior to Board action on their contract renewal.

c. The provisions of this section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

B. TEACHER EVALUATION

1. Evaluations of employees shall be conducted openly and with full knowledge of the employee.

2. All observations and/or evaluations shall be performed only by a licensed Superintendent, Assistant Superintendent, Principal, Supervisor, or Vocational Director.

3. Employees shall be given a copy of any class visit or evaluation report prepared by the evaluator. Such copy will be provided within five (5) working days following the classroom visit. At that time, a conference date and time will be scheduled during the school day. The employee shall have the right to submit a written response to the evaluation which shall be attached to the file copy.

   No employee shall be required to sign a blank or incomplete evaluation form.

4. Any evaluation which is less than satisfactory must be accompanied by written recommendations for improvement and a means to obtain the improvement.

5. Teachers in the last year of a limited contract shall be evaluated by their immediate supervisor at least one (1) time per year. Other teachers may be evaluated on a yearly basis. This evaluation shall be completed by April 1st and shall consist of two (2) 30-minute observations. No observation shall be conducted on the day immediately before or after a holiday period. If additional evaluations are conducted, there must be at least two weeks between evaluations, to allow time for any improvement. Should a teacher desire an additional evaluation(s) by a properly qualified evaluator other than his/her immediate supervisor, then a written request shall be made to the principal who will direct it to the Superintendent of Schools. The Superintendent shall assign another qualified evaluator.

6. The evaluation forms to be used at the various levels (elementary, middle school, high school) shall be uniform in nature. Each unit member shall be informed of the evaluation process.

7. The provisions of Article V(B) are intended to supersede the conflicting provisions of Ohio Revised Code section 3319.11 and 3319.111 and are intended to govern the evaluation of teachers under this Agreement.

C. COMPLAINT PROCEDURE

Any complaints regarding an employee made to any member of the administration or Board which does or may influence evaluation or result in disciplinary action of an employee shall be discussed with the employee within ten (10) workdays of receipt of the complaint.

D. PERSONNEL FILES

1. The Superintendent of Schools shall provide for the maintenance of an employment record of each certificated staff member of Bryan City Schools

2. Only this record shall be considered official and shall be entitled "Employment Record File" (ERF), and shall be kept in an area designed by the Superintendent. All entries into the anecdotal and/or ERF file shall be dated as to entry.

3. Principals shall be permitted to maintain an anecdotal record file separate from the ERF as long as said record is placed in both files.

4. Any staff member for whom an Employment Record File is maintained shall, upon request, be permitted to examine his Employment Record File pursuant to Chapter 1347, Ohio Revised Code. Said teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review.

5. The staff member shall be given a copy of any document placed in his/her ERF or anecdotal file contemporaneously with the placing of the material in either file.

6. It is mandatory that the following items be deposited in the ERF of each certified staff member.
   a. The original copy of all evaluations and any response thereto.
   b. Copies of all certificates held.
   c. Official transcripts of undergraduate and graduate work completed.
   d. Copies of requests for transfer, leaves of absence, maternity leave, military leave, and all replies to such requests from administrators.
   e. Copies of current contracts.
   f. The application for employment.
   g. Other items may be included in the ERF in accordance with item 5 of this policy.

7. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's ERF or anecdotal file unless the letter or report results in disciplinary action being taken against the teacher.

8. The staff member shall have the right to rebut any item deposited in the employment record file.

9. Upon the request of a bargaining unit member, letters of reprimand or any material derogatory to a teachers conduct, service, character, or person shall be removed from the employment record file at the end of three (3) years providing the teacher has taken appropriate action to correct the situation leading to the undesirable report.

   The President of the Association shall have the right to examine, at a member's written request, the complete files pertaining to that member.

E. CERTIFICATION

Teachers will not be required to teach in an area for which they do not hold certification pursuant to state requirements. For the entirety of their employment, teachers shall be required to maintain all certificates or licenses obtained while employed with the Board.

F. EMPLOYMENT OF RETIRED TEACHERS

1. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Board. There shall not be any expectation that any such teacher, whether formerly an employee of the Bryan City School District or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the school district, and no reason for declining to offer such employment to anyone pursuant to this provision shall be required.

2. The salary to be paid to the retired teacher shall be determined by the Board of Education at the time of initial employment and at the time of each subsequent contract grant. To the extent this provision shall be in conflict with Chapter 3317 of the ORC, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

3. Individuals employed pursuant to this section shall be eligible for health, vision, and dental insurance benefits pursuant to this Agreement, provided that the individual is not eligible for health insurance benefits through STRS, any other Ohio retirement system or any other State retirement system. Individuals hired pursuant to this section shall not be eligible for life insurance or severance benefits. Persons hired under this section shall be eligible to receive up to two hundred dollars ($200.00) per month reimbursement for health insurance premiums paid by the bargaining unit member to another health insurance provider, upon providing proof of payment to the Board.

4. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. The decision whether to employ a teacher hired under this section for another year is solely within the discretion of the Board of Education, and that decision is not subject to the grievance procedure or ORC 3319.11. If the board determines that it will employ the bargaining unit member for the succeeding school year, the board will notify the bargaining unit member by April 15th.

5. Each one (1) year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the district to take formal action to non-renew the employee pursuant to Ohio Revised Code section 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Teachers employed pursuant to this provision may not post for vacancies, shall not maintain bumping rights, shall have no seniority rights over any other teacher, and are not subject to, or required to participate, in the evaluation process. Teachers hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits.

6. Teachers hired under this provision are not eligible to participate in the tuition reimbursement program provided herein.

7. Teachers employed pursuant to this provision shall start each contractual year with three (3) days sick leave balance and shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit up to a total of fifteen (15) days, which shall include the three (3) days advanced. Teachers employed pursuant to this provision shall not be eligible for participation in the Sick Leave Bank. If the teacher is employed under another contract(s) for succeeding years, there will not be a carryover of the sick leave days from year to year.

8. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the ORC with which they are in conflict, including but not limited to, Sections 3319.11; 3319.111; 3319.12; 3319.17; Chapter 3307; 3313.202; 3319.08; 3319.141; 3317.13; and 3317.14.

ARTICLE VI - REDUCTION IN FORCE

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, meaning a lesser number of students in: (a) the entire district, (b) a building or buildings within the district, and (c) a particular academic program or curriculum area of study, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the district. O.R.C. 3319.11 shall not be used for the purposes covered by this section.

B. DATES OF NOTIFICATION

Teachers whose contracts are to be suspended due to a reduction will be notified no later than June 15 preceding the school year during which the reduction will be in force or 45 days notification, if needed, due to reduction in State or Federal funding. To be restored to a teaching position a teacher on a suspended contract will reply to the administration within five (5) weekdays after the Administration has sent the notice as referred to in F-2. Failure to respond will result in the position being offered to the next eligible teacher and the non-responding teacher shall be removed from the recall list.

C. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for performance reasons in accordance with Ohio Revised Code 3319.11 and other related sections of this master Agreement.

D. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions under "A" above are not achieved through attrition, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended or reduced from full-time to part-time. When layoffs of members of the bargaining unit are necessary, members shall be laid off by positions in which they are employed. A person whose position is being eliminated or reduced from full-time to part-time shall have the opportunity to displace the least senior person in a position for which he/she is certified as long as the person who is displacing has more seniority than the person being displaced and so long as the reduced in force teacher is qualified for the position. A teacher exercising these displacement rights must notify the Board or Superintendent of their intent to do so within two (2) workdays of the receipt of the notice of reduction in force required by Paragraph B.

Layoffs shall be on the basis of last hired first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of certification have been laid off.

E. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

All teachers having a continuing contract shall be placed higher on the seniority list than those teachers who do not. After this is done, seniority shall be determined by the length of continuous service in the school system. Among those with the same length of continuous service, seniority shall be determined by and in order of preference:

1. The date of the Board meeting in which the teacher was hired; and then by

2. The teacher having the greatest number of hours of course work taken in his/her subject area since the date of hire; and then by

3. The teacher with the greatest number of total years in teaching; and then by

4. An agreed upon method in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence.

On or about January 30 of each school year, the Association President shall receive in writing a copy of the seniority list of all certified personnel.

F. RECALL

1. Teachers on the reduction in force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are or have become certified before any permanent teacher is hired. The teacher shall have two (2) workdays in which to notify the Board of the teacher's acceptance of the offered employment. In the event that a reduction in force occurs pursuant to this provision which results in the reduction of five (5) or more members, and the Board decides to recall of the members affected by this specific reduction in force, then each member shall be returned to their original position, should they accept the recall. Affected member includes any person placed on the recall list by virtue of the specific reduction in force, any member reduced in force due to the exercise of displacement rights by a more senior member, or any person who exercised displacement rights and is still in the employ of the board.

2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher and the Association President by certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

3. A teacher who has been laid off shall remain on the reduction in force list until he or she is recalled or until he or she makes a written request to the Superintendent to be removed from the list. Teachers shall remain on the recall list for a period of two (2) years.

4. If a teacher on the reduction in force list is offered a full-time vacant position for which he/she is qualified and refuses that position, then in that event, the Board's obligation to the teacher shall cease and the teacher's employment with the Board shall terminate and his/her name shall be removed from the recall list.

G. GENERAL

1. Nothing in this section shall prevent the Board from exercising its right under Section 3319.11, Ohio Revised Code, so long as the reasons are not for those set forth in "A" above.

2. Teachers whose contract(s) are suspended shall be given preference when substitute teachers are employed.

3. The provisions of this Article are intended to supersede the conflicting provisions of Ohio Revised Code section 3319.17.

ARTICLE VII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1 1/4) work days with pay for each completed month of service.

2. The unused sick leave shall accumulate to a maximum of 255 days.

Any employee who has reached the maximum accumulated sick days (255) shall accumulate an additional fifteen (15) days per year to be used for sick leaving without reducing the maximum number of accumulated days. These days do not count towards severance and cannot be rolled over into the following year.

Newly hired employees and employees returning from extended leave without accumulated sick leave shall be advanced five days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement, including wages due, of any employee who departs or terminates, except in the cases of death or disability of the bargaining unit member, prior to the completion of the current contract year or prior to the restoration/payback of all advanced sick leave. Any employee advanced sick leave will be allowed to restore advanced sick leave during subsequent years.

3. Bargaining unit members who are absent on approved sick leave as listed below, are still in the service of the district, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

   a. Personal illness;
   b. Illness and/or incapacitation due to pregnancy;
   c. Injury (personal);
   d. Exposure to contagious disease which could be communicated to others; or
   e. Absence due to illness, injury, or death in the employee's immediate family (ORC 3319.141) according to the following:
      1. In the case of illness or injury, immediate family is defined as any relative living in the employee's immediate household and children eighteen or under.
      2. In case of illness or injury to the following persons living outside the household: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grandchildren; the bargaining unit member is limited to five (5) days per illness or injury.
      3. In the case of death of a spouse, child, parent or anyone residing in the same household the bargaining unit member is entitled to ten (10) school days per occurrence.
      4. In the case of death of any of those listed in (e) (2) above (except a parent), and close friends, the unit member is entitled to three (3) days per occurrence.
      5. Sick days shall only be counted when school is in session.

4. Upon return from sick leave, the bargaining unit member shall furnish a satisfactory signed statement indicating that he/she was absent for one of the qualified reasons above. The specifics of such reason do not have to be given. See form in Appendix F. The Board reserves the right to request documentation from a medical provider.

5. Notice of accumulated days of sick leave shall be provided on the pay stub provided to each unit member.

6. As much advance notice as possible of the need for use of sick leave shall be given to the building principal.

7. The Association shall establish a sick leave bank to which employees may contribute days of personal sick leave.

   The purpose of a sick leave bank shall be to provide participating members of the bargaining unit with a leave for catastrophic, long term, or life threatening illness or injury.

   To be eligible, a bargaining unit member:
   a. Will have donated a minimum of two (2) days of sick leave to the bank.
   b. Will apply at least ten (10) days before usage is needed unless an exception is granted by the Sick Leave Bank Committee.
   c. Will have exhausted all accumulated sick leave before the application becomes effective.
   d. Will complete the provided sick leave bank forms; including medical verification. Medical verification shall be required on a monthly basis thereafter.
   e. Will agree to return the same number of days borrowed back to the bank after they have returned to work at the rate of five (5) days per year.

Procedure:

a. Application to draw days from this pool shall be made on the appropriate form to the Sick Leave Bank Committee, which shall consist of two (2) representatives from the Association and two (2) from the Board. This form shall then be sent to the Superintendent. Depending on the extent of the injury/illness and the prognosis for return to regular employment, the Sick Leave Bank Committee may grant up to thirty (30) days in any one year to any one member.
b. The maximum days carried in the pool shall be no more than three hundred (320) days and those unused shall be carried over to the next year.
c. The Superintendent shall be notified in writing by the Association of all such donations
d. Any bargaining unit member may donate up to but not more than seven (7) days in any one year. No member shall be required to contribute, however; only contributing members will be eligible to draw from the sick leave bank. If a bargaining unit member intends to donate days to the Sick Leave Bank, the days must be donated no later than October 1st of the school year in which the bargaining unit member may be eligible to utilize the Sick Leave Bank.
e. The donation of days to the sick leave bank shall not in any way negatively affect the bargaining unit member's standing under all section of Article VII - Leaves of Absence.

B. PROFESSIONAL LEAVE

Professional meetings shall be those meetings, which provide staff with the opportunity to gain knowledge of new developments in education and proposed solutions to educational problems in order that they may bring back to the Bryan City Schools ideas to aid in the improvement of instruction.

1. All meetings must be approved prior to attendance by the principal and the Superintendent.

2. Requests to attend meetings shall be submitted at least two (2) weeks before the meeting. From this, a master calendar can be prepared to assist in budget preparation and prevent a large number of absences on any given day.

3. Not more than two people from each area shall attend the same meeting unless justification for attendance of additional personnel is presented when attendance is limited. Selection shall be on a rotation basis.

4. Meetings shall be in the individual's teaching area only unless otherwise approved by the Superintendent.

5. A written (typed) report covering the meeting shall be given to the Board of Education, Superintendent, building principal and staff members of his area.

6. Reimbursement for conference attendance shall be based upon the following:
   a. Transportation to and from meeting at the IRS rate per mile if driving or full cost of commercial transportation, whichever is less. When two or more persons attend the same conference, car pools must be formed when private cars are used for transportation. School van/car must be utilized, if available.
   b. Reasonable housing and meal expenses.
   c. Other - reasonable expenses (registration, parking, etc.) will be reimbursed.
   d. Expense vouchers must include receipts for all expenses.

7. The OEA and NEA Representative Assemblies are considered to be professional meetings for delegates of the Association.

C. PERSONAL LEAVE

1. Each bargaining unit member will be entitled to three (3) paid days of unrestricted personal leave each year. The teacher shall notify the principal at least five (5) school days in advance of the intended use of such leave except in cases of emergency. No leave day nor any portion thereof will be granted to any staff member on the day immediately prior to or following a school holiday, professional meeting, or vacation, unless the Superintendent grants an exception. Two of these days may be taken consecutively.

2. Personal leave shall be granted to no more than ten (10) percent of the staff in a given building on any specific day unless approved by the Superintendent. Those individuals who do not use their personal leave shall be reimbursed at the rate of $75.00 for each day not used.

D. PARENTAL LEAVE

1. Leave without pay for a period not to extend beyond one (1) complete school year shall be granted teachers requesting parental leave which shall include adoption. The date established for the beginning of such leave shall be determined by the teacher. Consideration should be given to commencing said leave at the beginning of a grading period. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision may be waived by the Superintendent in cases of emergency.

2. The Board shall request notification of the intent of the bargaining unit member to return from leave. The teacher shall notify Board of intent to return from leave no later than April 1 preceding the school year. If the teacher fails to notify the Board by April 1 of the teacher's intent to return, the failure to so notify the Board shall be deemed notice of the teacher's irrevocable resignation from employment with the Board. Upon return to service at the expiration of such leave, the teacher shall resume the contract status which he/she held prior to such leave and the teacher shall be returned to the same position held prior to the leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

3. If a teacher has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence, then the Board may grant the request as long as the total time of the leave does not exceed two (2) years.

4. Parental leave shall not extend the term of a teacher's contract.

5. Teachers on parental leave shall not be subject to the evaluation requirements of this Agreement. This provision is intended to supersede any and all conflicting provisions of Ohio Revised Code section 3319.11, 3319.111 and 3319.13.

E. MEDICAL LEAVE

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.

2. If a teacher has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence, then the Board will grant the request pursuant to the provisions of Article VII, Section E-1, as long as the total time of the leave does not exceed two (2) years.

3. The Board shall request notification of the intent of the bargaining unit member to return from leave. The teacher shall notify Board of intent to return from leave no later than April 1 preceding the school year. If the teacher fails to notify the Board by April 1 of the teacher's intent to return, the failure to so notify the Board shall be deemed notice of the teacher's irrevocable resignation from employment with the Board.

4. Teachers on medical leave shall not be subject to the evaluation requirements of this Agreement. This provision is intended to supersede any and all conflicting provisions of Ohio Revised Code section 3319.11, 3319.111 and 3319.13.

F. LEGAL OBLIGATIONS

In the case of jury duty, or when subpoenaed by a court, as a result of the employee's position as a public employee, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving in such position.

G. EDUCATIONAL LEAVE

1. A leave with pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment. The pay for this leave shall be equal to the difference between the regular salary of the teacher taking the leave and the amount paid to the substitute.

2. In order to apply for this leave, the teacher must have completed three (3) years of employment in the school district.

H. ASSAULT LEAVE

1. Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the employer will grant assault leave up to ten (10) days to members of the bargaining unit absent due to disability resulting from assault under the following conditions:

   a. Any bargaining unit member who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises, before, during or after school hours in a school related Board approved function or activity will be paid his/her compensation for the period of said leave. This period of absence as defined in this provision shall be termed "assault leave".

2. Before assault leave can be approved the bargaining unit member shall meet the following condition:

   a. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.

   b. A written medical report shall be filed by a physician licensed in the state of Ohio stating the nature of the disability and its duration with the Superintendent.

I. GENERAL PROVISIONS

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board in advance for premium costs. Group benefits for individuals on a parental leave shall be provided according to the provisions of the Family and Medical Leave Act of 1993. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the contract.

2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. If possible, the Superintendent will accommodate the request of the teacher.

ARTICLE VIII - COMPENSATION AND REIMBURSEMENTS

A. SALARY SCHEDULE

1. Regular Salary Schedule (Attached)
   The salary and index of each full-time bargaining unit member covered by this agreement is calculated according to Appendix "A" which is attached hereto and made a part hereof. Each part-time bargaining unit member shall receive a prorated salary calculated according to Appendix "A" and the number of periods worked.

   A salary schedule based on 5-year increments will be effective July 1, 2006. The salary for all new employees hired after July 1, 2006 will be placed on this schedule. See Appendix A-1.

   Once a current employee transfers to the new schedule, he/she shall remain on the new schedule indefinitely.

2. Supplemental Salary Schedule (Attached)
   Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B". Said index shall be multiplied by the base salary in Appendix "A".

3. Summer School Pay and Adult Education
   Any member of the bargaining unit who is scheduled to instruct summer school or adult education shall be paid at the rate of 1/10 of 1% of base salary per scheduled hour.

4. Tutors
Any member of the bargaining unit who is scheduled to tutor students shall be paid at the rate of 1/10 of 1% of base salary per scheduled hour.

B. SALARY SCHEDULE PLACEMENT

1. Degree and Hours

a. Bargaining unit members shall be placed on the salary schedule according to the highest degree which they have attained. The masters column and beyond must be graduate hours.

b. All credit for additional training must be presented to the Superintendent for consideration within three (3) weeks after the first teacher day at the beginning of the first and second semesters unless it is impossible to obtain written evidence of successful completion of the course work prior to that time at which time the Superintendent will be notified in writing of said impossibility.

c. At the Superintendent's and/or Board's discretion, newly hired teachers may be granted up to fifteen (15) years of service credit for purposes of placement on the salary schedule for any prior teaching experience, whether such experience was gained in the State of Ohio or otherwise, or in private or public schools, or for employment in the private sector in an area directly related to the teacher's teaching assignment.

d. The provisions of this section are intended to supersede any conflicting provisions of Ohio Revised Code section 3317.13 and 3317.14.

Beginning with the effective date of this master agreement, the Board of Education will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks and fingerprinting required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

C. PAY PERIODS

1. Members of the bargaining unit will be paid in Twenty-six (26) equal installments to be paid every other Friday commencing with the first Friday of the school year, except in those years in which twenty-seven (27) pays are required.
2. All bargaining unit members as of July 1, 2002 being paid on 21 installments may continue to be paid in that manner.

D. SUBSTITUTE TEACHERS PAY
Any teacher who does substitute work for a consecutive period of time beyond forty-five (45) school days for the same bargaining unit member shall from the inception be placed on the appropriate step of the salary schedule, not to exceed ten (10) years, and be entitled to any fringe benefits and emoluments excluding insurance that a full-time member would receive. Calamity days do not count towards the forty-five (45) days but will not cause an interruption in the consecutive period.

E. MILEAGE REIMBURSEMENT
The Board agrees to reimburse unit members for mileage accumulated on the member's personal vehicle for approved miles driven on Board business as certified by the member's supervisor at the IRS published rate per mile. The Board shall provide automobile liability insurance protection pursuant to 3313.201, Ohio Revised Code, for bargaining unit members when their personal automobiles are used as provided in this section.

F. REMUNERATION FOR SUBSTITUTING FOR ANOTHER TEACHER
Bargaining unit members required to substitute for an absent employee as a result of a request made for administration purposes more than three (3) times in a school year shall be paid at the rate of $10.00 per hour or prorated for any fraction thereof for the time spent substituting.

G. TUITION REIMBURSEMENT

1. Bargaining unit members shall receive reimbursement toward tuition for additional training. Courses to be taken will be approved by the Superintendent/Board in accordance with the following guidelines:

   a. Only bargaining unit members who are currently under contract in the Bryan City Schools qualify for reimbursement. Employees on any unpaid leave of absence are not eligible for tuition reimbursement. Individuals who take summer work for reimbursement and then leave the Bryan City School District will not receive the reimbursement.
   b. Courses taken must relate to the individual's area of instruction.
   c. Courses taken to certify individuals in other teaching areas through an accredited college or university of education will be approved by the Superintendent with the following limitations.
      1.) Classes taken toward guidance, school administration, or an additional area of teacher certification will be approved.
      2.) Classes taken unrelated to K-12 education will not be approved (For example: Classes toward a law degree, MBA, a master's or doctoral program unrelated to education).
      3.) Accreditation must be through one of the six (6) regional accreditation agencies, the American Council of Education or National Program of Non-Collegiate Sponsored Instructions.
   d. An individual must have completed one year of teaching in the Bryan City Schools before being eligible for reimbursement.
   e. During the academic year, a maximum of 4 semester hours will be considered for reimbursement during any given quarter/semester. Summer shall be unlimited hours.
   f. All classes taken will be reimbursed upon completion of course and proof of payment, by July 15th for classes completed in the previous twelve (12) months. Paperwork shall be due June 30 for reimbursement by July 15 of each year. If a teacher does not submit the proof of completion and payment by June 30, the teacher will not be eligible for reimbursement under this section.
   g. If a teacher resigns under own initiative from Bryan City Schools within two years of payment for additional classes, 100% of the tuition reimbursement moneys paid to that teacher must be repaid to the Bryan City Schools prior to the end of the teacher's employment. Should the teacher fail to make such payment the Board may attach and withhold any wages or salary due to the teacher for such repayment. It will be the Bryan City School Districts responsibility to collect said money, not the BEA. Special consideration to waive the requirement to repay Bryan City Schools could be given by the Superintendent if a teacher has cause to leave the district beyond the control or intent of the teacher. (For example: spouse's relocation to another state) This provision does not include retirement, non-renewal, or termination.
   h. Total reimbursement will not exceed $75,000 in a given year. If requests exceed the cap, then they will be paid on a prorated basis. Any amounts not used for a particular school year will carry over into the succeeding school year. Any amounts remaining from the previous contract do not carry over into the term of this contract.

H. PAYROLL DEDUCTIONS

1. Bargaining unit members are entitled to the use of payroll deduction for the following:

   a. Membership dues in the United Teaching Profession
   b. U.S. Savings Bonds
   c. Credit Unions
   d. Political Donations
   e. Annuities
   f. Insurances
   g. Tuition Trust

2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the district. Said form shall indicate the amount of each deduction and the number of deductions to be made. The deduction(s) shall commence with the first check of the next month following the submission of the request.

I. SEVERANCE

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for thirty (30) percent of her/his accrued but unused sick leave.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria.
   a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination thereof;
   b. The employee actually terminates his employment with the district through retirement or death;
   c. The words "retires" or "retirement", as used herein, mean disability or service retirement under the State Teachers' Retirement System;
   d. The employee must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may reasonably be required.

2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee provides proof of documentation of the receipt of retirement benefits to the Board, unless the employee elects two equal payments made in two tax years.

3. The amount of benefit due the retiring employee shall be determined by:
   a. Multiplying the employee's accrued but unused sick leave by thirty (30) percent.
   b. Dividing the annual base salary of the employee by the number of required work days to obtain the per diem rate.
   c. Multiplying the product of "a" above by the employee's per diem rate;

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

5. The provisions of this Article are intended to supersede the conflicting provisions of Ohio Revised Code section 124.39.

J. S.T.R.S. PICK-UP

The Board agrees to pick-up (assume and pay) contributions to the State Teachers' Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be each member's mandatory contribution on his/her compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall become effective beginning with the first pay period in January 1988 and shall apply to all compensation including supplemental earnings.

5. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

6. The Board and Association shall not be liable for any adverse ruling on such STRS contribution by any state or federal court or agency.

K. EXTENDED DAYS

The following positions may be granted up to 20 days a school year at the discretion of the superintendent: guidance counselors, school nurse, computer/technology coordinator, consumer/family sciences, and librarians. These days shall be paid at the rate of their per diem rate.

L. DIRECT DEPOSIT

All bargaining unit members shall have their payroll check deposited by electronic transfer to a financial institution of his/her choice. The employee's salary shall be paid by electronic transfer to a financial institution not later than 10:00 a.m. each pay date. Remittance advice of paychecks shall be hand delivered or mailed to each employee on the scheduled pay date. All bargaining unit members employed as of July 1, 2002 not being paid via electronic transfer shall be exempt.

ARTICLE IX - CONSULTING TEACHER PROGRAM

Entry Year Program Introduction

The Entry-Year Program is intended to provide non-evaluative support and assistance to an entry-year teacher in a way that encourages and models effective teaching methods and techniques in their teaching and professional performance. The provisions herein are to govern the Entry-Year Program which is required by state standards starting the school year 2001-2002.

Definitions

A. Mentor Teacher - A teacher who will provide formative assistance to an entry year teacher.

B. Entry Year Teacher - A teacher in the first year of employment under a teaching or educational personnel certificate who will be provided assistance by the mentor teacher.

Application for Mentor Teaching Position

Openings for mentor teaching positions shall be posted per Article IV of the current agreement.

Selection Criteria for Mentor Teachers

A. The mentor teacher will be selected by the building principal.

B. The applicant must have had a minimum of three (3) years of successful teaching in the Bryan City School District.

C. The mentor teacher should have experience and certification appropriate to the entry year teacher's assignment.

Selection

A. The mentor teacher shall first be chosen from those who apply within the entry year teacher's team, department, or grade level.

B. If there is no mentor teacher available within the team, department/grade level, then a mentor teacher shall be chosen from within the building of the entry level teacher in a discipline as closely related to the entry year teacher's field as is possible.

C. If there is no mentor teacher available within the building, then a mentor teacher will be chosen from the District at large in a field as closely related to the entry year teacher's field as possible.

D. Where there is more than one (1) potential candidate for the position of mentor teacher, consideration shall be given according to the seniority list.

Criteria for Mentor Teacher Placement

A. One (1) mentor teacher will be placed with each entry year teacher for one (1) school year.

B. A mentor teacher may only serve one (1) entry year teacher per school year, unless unusual circumstances exist.

Compensation

A. The mentor teacher shall be given a supplemental contract.

B. Travel allowance and other related expenses shall be granted when appropriate, through the Bryan City School System.

Duties

A. The mentor teacher will meet with the entry year teacher before the end of the first week of school. The purpose of this meeting is to answer questions about the District policies and procedures; building procedures; other areas specific to the needs of a new employee such as organizing for teaching, lesson plans, etc.

B. The mentor teacher will be prepared to work outside of school hours with the entry year teacher for at least an average of one (1) or more hours per week for the remainder of the school year.

C. The mentor teacher will maintain a log of specific meetings held with the entry year teacher. The log will contain date and time of meetings and areas of discussion of the meeting. This log is only a record of fact and shall only be used to determine if the supplemental contract has been fulfilled.

D. The mentor teacher will meet with the entry year teacher at the end of the school year to evaluate the Entry Year Program.

E. At the close of the school year, all mentor teachers will meet with the relevant administrators to evaluate the entry year program and to provide suggestions for improvement of the program to the Superintendent and the Association.

F. The emphasis of the mentor teacher shall be on formative assistance and shall focus on skill enhancement and shall not provide a remediation program.

G. No mentor teacher shall participate in any informal or formal evaluation of an entry year teacher nor make any recommendations regarding the assignment or continued employment of the teacher. All interaction, written or oral, between the mentor teacher and the entry year teacher shall be regarded as confidential and not provided for any evaluative purpose.

Program Review

At the end of each school year the program is operated, the Superintendent and the Association will receive the report of the mentor teachers and administrators and shall meet to determine needed changes in this program. Any changes in the program must be mutually agreed to and reduced to writing by the parties and shall constitute an amendment of the applicable provision of this Agreement.

The Board and the Association mutually agree that, at the request of either party, the parties shall meet to renegotiate this provision of the Agreement to address new state guidelines.

ARTICLE X - JOB SHARING PROGRAM

A. GENERAL

1. A job sharing team shall be composed of two (2) full-time employees sharing one (1) full-time position. Each member of a team shall be committed to this arrangement for the entire school year for which they apply.

2. It shall be the primary responsibility of the unit member seeking a job sharing opportunity to find an acceptable job-sharing partner. There is no obligation placed upon the Board to post a job sharing position should a member desire to job share. No other unit member shall be required to job share or be involuntarily reassigned or transferred for the purpose of job sharing except that the district may place a new hire with a current unit member requesting to job share.

B. APPLICATION PROCESS

1. Unit members interested in job sharing for the upcoming school year may express their interest in writing to the Superintendent prior to March 1. Such plan is subject to the approval of the Superintendent, in his sole discretion.

The Superintendent may designate grade levels and/or buildings at which job sharing opportunities are available. Superintendent shall notify the applicants by April 30 of the approval or disapproval of the plan. The Superintendent may also make suggested revisions to the submitted plan to which the members may agree. Any such revisions shall amend the submitted plan. The decision regarding approval or disapproval shall not be subject to the Grievance Procedure.

2. The application shall include detailed plans as to how the given job sharing arrangement will be carried out and shall include, but not be limited to, the following items:

   a. Specific duties of each member of the job sharing team
   b. Schedule for each member of the job sharing team
   c. Proposed distribution of contractual planning time
   d. Mid term termination procedure
   e. Filling of position should the application for a succeeding school year be disapproved
   f. Substitution when one or both members are on approved sick leave, personal leave or other approved absences.

3. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable.

4. An approved job sharing application is for one school year. A new job sharing application must be submitted each year, subject to the same restrictions and requirements set forth for the initial job application. Approval of a prior job sharing application shall not provide those individuals with any preference or entitlements as it relates to the approval or disapproval of subsequent applications.

5. Should the application be approved, the job sharing members shall be deemed to have waived their right to a full time position unless one exists at the time of the termination of the job sharing plan.

C. DUTIES

1. Members of a job sharing team shall work at least 1/2½ (one-half) hour each day of overlapping time in order to coordinate and plan their class(es).

2. Members of a job sharing team shall not be assigned other duties or responsibilities which are in excess of one full-time position.

3. Both members of a team shall attend the work days at the beginning and end of school, in-service day(s), scheduled parent-teacher conferences and all scheduled staff meetings to the extent that full time employees are responsible for the same, unless otherwise exempted by the plan approved by the Superintendent.

4. The planning time distribution as set forth in the application shall replace any requirements regarding planning time set forth in Article XII, Section H.

D. COMPENSATION AND FRINGE BENEFITS

1. It is the intent of the parties that job sharing shall be cost neutral. Compensation shall be at one-half (1/2½) the level which the member would receive under a full-time contract. Each job sharing member shall be credited with a half year of credit for placement on the salary schedule for each year the member works in a job sharing position, i.e., member will have to work 2 years in a job sharing position in order to acquire one year of service credit.

2. If a member elects to take fringe benefits, costs for hospitalization, vision, dental, and life insurance shall be shared equally by the member and the Board. Neither member shall be eligible for the health insurance opt out incentive.

3. Sick leave balance and accumulation will be adjusted to reflect the one-half (1/2) day arrangement and will accrue at the rate of seven and one-half (1/2) days per year. Sick leave may be used in the same manner as provided in Article VII, Section A, except to the extent that the use is altered by the terms of the application.

4. Each member of the job sharing team shall receive three (3) one-half(1/2) days of personal leave to be used in accordance with the provisions of Article.VII, Section C.

E. LONG TERM SUBSTITUTION

1. In the event that one member of the job sharing team suffers an extended illness {twenty (20) days or more} or takes a leave of absence, the other member of the job sharing team may assume the full-time status at full pay and benefits from the first day he/she assumes the full-time responsibility.

F. TERMINATION/REDUCTION IN FORCE

1. While the job sharing plan shall be in effect for the entire school year, the Superintendent may terminate the plan is if he/she determines that conflicts or issues have arisen between the job sharing partners or in the plan itself which adversely affect the operation of the school building or the education of the students. Should this occur, the Board shall meet with both members to discuss possible resolutions. If resolution is not possible, the Superintendent shall reduce in force one member of the team, in accordance with Paragraph 2.

2. If a subsequent job sharing application is disapproved, or should the Superintendent determine that it is necessary to terminate the job sharing plan mid-term, one member of the job sharing team may remain in the job sharing position. The other member shall be reduced in force unless an opening exists for which the member is certified and qualified to teach. The decision as to which job sharing member shall be reduced in force shall be at the sole discretion of the Superintendent. If no opening exists at the time of the reduction in force, the job sharing member shall be placed on the recall list, in accordance with Article VI. This provision is intended to replace the provisions of Article VI, Reduction in Force, in the circumstances described herein.

ARTICLE XI - FRINGE BENEFITS

A. HOSPITAL/SURGICAL/MAJOR MEDICAL

The Board shall purchase hospital/surgical/major medical insurance coverage for each eligible member of the bargaining unit and his/her family. The Board will maintain the current health insurance plan or a substantially similar plan. If the Board determines that a plan change is necessary due to an extraordinary increase in cost or circumstances beyond the Board's control, the Board will negotiate with the association prior to the implementation of any change. The cost of such insurance for all employees shall be paid by the Board at the rate of 95% for a single and 90% for a family. If both the husband and wife are employed by the Board neither one will be eligible to participate in the incentive plan, however, the Board will pay 100% of the cost of a family or two single plans.

1. A 125 Cafeteria Plan will be established by the Board for employees' use. A one-time initial contribution of $200 to the 125 Cafeteria Plan will be made for each employee by the Board in July, 2006.

2. The Insurance Plan currently in place will be changed to Northern Buckeye Education Council's Access Plus-1A, effective January 1, 2006.

B. HEALTH INSURANCE INCENTIVE PLAN

The Board agrees to implement the following plan:

1. Eligible Participants - Bargaining unit members who are insured under a health insurance plan other than that provided in this agreement and/or by a member of the NBEC health consortium and who elect to drop their hospital/surgical/medical (as of 4/1/99) coverage status and bargaining unit member new to the district beginning in 1999-2000. Those who have the incentive plan will be permitted to continue with the incentive plan

2. Plan Benefits - Each eligible plan participant will receive an incentive payment equal to two hundred dollars ($200.00) per month. The amount of incentive payment will be distributed among the 26 pays.

3. To participate in the Health Insurance Incentive Plan, you must complete an Election Agreement no later than July. You will be able to elect to exchange coverage for cash compensation on the later of your date of employment or the date you become eligible for medical benefits.

   Generally, you will not be permitted to change your election to participate in the Plan or to vary the level of benefits you have selected during the Plan Year. Plan Years begin each July 1 and end on June 30.

However, you may change your previous election if you have a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:

1. You become divorced or legally separated from your legal spouse.
2. Your spouse, dependent, or beneficiary dies.
3. You become permanently disabled.
4. You marry.
5. The birth or legal adoption of a person who qualifies as your dependent.
6. Termination or commencement of your spouse's employment
7. You switch from part-time to full-time, or vice versa.
8. You or your spouse take an unpaid level of absence.
9. There is a significant change in health coverage for yourself or your spouse to your spouse's employment.

Unless you have a change in family status, you will only be permitted to change your election in May or June, which becomes effective on July 1 of the following Plan Year.

If your employment is terminated during the Plan Year, your active participation in this plan will cease and you will not be able to receive benefits elected under this Plan. The Summary Plan Description of your Medical Benefits Plan will have additional information regarding any continuation coverage available to you.

C. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee in the amount of $50,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof shall be paid by the Board.

D. DENTAL INSURANCE

1. The Board shall purchase family dental insurance protection for each member of the bargaining unit and his/her family. The Board will maintain the current dental insurance plan or a substantially similar plan. If the Board determines that a plan change is necessary due to an extraordinary increase in cost or circumstances beyond the Board's control, the Board will negotiate with the association prior to the implementation of any change.

2. The full cost of this program and any increase thereof shall be paid by the Board.

E. VISION INSURANCE

The Board shall purchase a vision plan for each member of the bargaining unit, the cost of which shall be paid by the Board. The Board will maintain the current vision insurance plan or a substantially similar plan. If the Board determines that a plan change is necessary due to an extraordinary increase in cost or circumstances beyond the Board's control, the Board will negotiate with the association prior to the implementation of any change.

F. GENERAL PROVISIONS

1. Part-time bargaining unit members shall be entitled to one of the following options with respect to fringe benefits:

   a. The Board will pay 90% of the cost for a single plan of each insurance selected by the employee; or
   b. The Board will pay a prorated portion of the family plan of each insurance selected by the employee. The prorated portion to be paid is dependent upon the number of hours worked by the employee. I.E., if a bargaining unit member works half (1/2) time then the Board would pay 90% of half (1/2) of the family premium for any insurance selected by the employee.
   c. If husband and wife are both part-time bargaining unit members, then the Board the Board will pay 100% of the cost of a family or two single plans.

G. FRINGE BENEFITS

The Board shall provide to each bargaining unit member a manual that lists all survivor benefits and the necessary procedures and forms to facilitate their acquisition.

ARTICLE XII - FAIR SHARE FEE

The Bryan City Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Teaching Profession from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession (NEA, OEA, NWOEA, BEA), or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first paycheck after January 15, each year and will conclude at the same time the dues deducted from the full-time members are concluded.

Dues rate and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Implementation of this fair share fee provision shall begin in the first paycheck received in October by bargaining unit members who have elected not to be members of the Association.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Teaching Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE XIII - WORKING CONDITIONS

A. REQUIRED MEETINGS OR HEARINGS

Whenever any bargaining unit member is required to meet with an employer representative concerning any matter which, at its inception, the employer representative has knowledge that could adversely affect the employee's status, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting which shall contain a generalized description of the reason(s) for the meeting and shall be entitled to have present an Association representative and/or legal counsel.

B. NON-TEACHING DUTIES

Members of the bargaining unit required to perform duties which are not of a teaching nature shall be assigned said duties on an equitable and rotating basis. Teachers shall provide reasonable supervision during these assigned duties and they will be assisted by the Board in all proper and legal means in performing these duties.

C. CLASS SIZE

The Board will attempt to maintain the following class size:

1. K-12 - Average 25 pupils/individual classroom teacher at each grade level.
2. Exceptions to these sizes are choral and instrumental music, physical education and library.

D. PARENT-TEACHER CONFERENCES

1. Unit members shall be permitted to establish building parent-teacher conference schedules subject to the approval of the principal.

2. If agreed upon by a majority of staff assigned to a particular principal, the length of work day may be changed to accommodate time when parents may attend upon approval of the principal, i.e., one day lengthened, next day shortened.

E. TEACHER FACILITIES

The Board shall make available for each building facilities which shall be designated for use by employees in the bargaining unit including:

1. Lunchroom with tables and chairs sufficient to permit seating for the requisite number of employees during any given lunch period.

2. Restrooms, at least one for each sex which are enclosed, ventilated and temperature controlled.

3. A telephone where members of the bargaining unit would be able to make telephone calls and would be afforded privacy.

4. A lounge exclusively for staff members.

5. A work area where members of the bargaining unit would have access to the necessary equipment and machines needed to perform their job duties.

6. Sufficient parking area within close proximity to their work area. Bargaining unit members assigned to more than one building shall have a reserved space at each building.

F. INSTRUCTIONAL MATERIALS AND SUPPLIES

Each member of the bargaining unit shall be provided sufficient instructional materials and supplies necessary to perform in an effective manner within the constraints of the Board's budget. Teachers shall be involved in the process of selecting textbooks and instructional materials in their respective areas.

G. SCHOOL CALENDAR/WORK YEAR

1. The work year for members of the bargaining unit shall consist of no more than one hundred and eighty-four (184) days.

2. Included in the one hundred and eighty-four (184) days shall be the following:
   a. One (1) teacher work day with no students in attendance at the beginning of the year, a second one at the end of the first semester, and third one at the end of the year.
   b. One (1) teacher in-service day with no students in attendance during the school year.
   c. PreK-8 teachers may take one (1) teacher work day in August in exchange for the work day at the end of the first semester. Said teacher must sign in with the Principal when they use a work day in August.

3. The Bryan City School Board and Administration agree to review and discuss the school calendar with the Bryan Education Association Executive Board before final adoption; however, the school Board reserves the right to make the final decision.

H. EXTENDED TIME EMPLOYEE

1. For the 2009-2010 school year, the extended time contracts will be filled in accordance with the language from the 2006-2009 contract.

2. Beginning with the 2010-2011 school year, all current extended time contracts for summer school will be posted and rebid. The contracts shall be one year contracts that automatically renew unless the Board of Education determines, at its sole discretion, to not renew the contract. If an employee posts for the position and is awarded the position, they shall only be required to fill the contracts for a maximum of three years, unless the teacher desires to continue longer than three years.

3. The extended time contract shall be up to twenty (20) days in length, with duties to be assigned by the Board of Education for programs taking place outside of the regular contract day. If the work exceeds three (3) hours, the time shall include a thirty (30) minute planning period.

4. Employees accepting the contracts shall be paid forty-eight dollars ($48.00) per hour.

5. Should the Board of Education not be able to fill the extended time positions through the bidding process, the Board of Education and the Association will work together to find teachers to fill the positions. If they are unsuccessful, the Board may require teachers to fill the positions. In that event, it shall be for one year only,

unless the teacher wishes to continue in the position or the Board determines that it does not want the teacher to continue in the position. Positions will be filled in a reverse seniority basis, unless the teacher has an emergency or extenuating circumstance which would prohibit them from filling the position. In that event, the next senior teacher will be placed in the vacancy.

6. The provisions of this section are intended to supersede to the extent that this provision conflicts with Ohio Revised Code sections 3319.08, 3319.11, and 3319.12.

I. TEACHING HOURS AND LOAD

1. Length of Workday
   The maximum length of workday for members of the bargaining unit shall be seven (7) hours and twenty (20) minutes, including a lunch period.

2. Duty Free Lunch
   Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute uninterrupted duty free lunch period.

3. Work Load
   The administration shall to the extent possible evenly distribute the work load for members of the bargaining unit within each department.

4. Planning and Conference Time
   a. Elementary (K- 3) - Members of the bargaining unit within the elementary buildings shall be provided no less than two hundred (200) minutes per week as planning and conference time.
   b. Secondary (4-12) - Members of the bargaining unit in grades four through twelve shall be provided a minimum of one (1) planning and conference period per day.

J. LESSON PLANS

Each teacher shall prepare and follow a daily lesson plan and schedule, which shall be available for review by the principal.

K. EMPLOYEE DISCIPLINARY CODE

The Superintendent may suspend an employee for up to three (3) days without pay for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. Said suspension shall occur only after the employee has been given a written warning on the first occurrence, then warned in writing on the second such occurrence unless the act is deemed by the Superintendent to be severe enough to warrant immediate suspension. Prior to suspension, the Superintendent will give the reasons for suspension to the unit member in writing and will afford them an opportunity to reply.

L. DRUG FREE SCHOOLS AND COMMUNITIES

The Board and the Association are committed to the National goal of a drug-free workplace in accordance with the Drug Free Schools and Communities Act. Staff members convicted of substance/chemical abuse violations may be referred, by the Superintendent, to a community drug rehabilitation center.

M. SPANKING/PADDLING PUNISHMENT

Spanking/paddling shall not be used as a form of discipline in the Bryan City School district. It is understood, however, that staff are allowed by law to use "such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of dangerous objects; for the purpose of self-defense; or for the protection of property."

N. TOBACCO-FREE BUILDING

The Bryan City Schools shall implement a smoke/tobacco-free environment. This shall mean that staff members and citizens will not be permitted to smoke or use any tobacco products in all Board-owned school buildings, on school owned property, in school vehicles, or in the seating area at an outdoor activity.

ARTICLE XIV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Bryan Local Professional Development Committee (LPDC) shall determine whether the Individual Professional Development Plan (IPDP) that a district teacher or administrator proposes to complete meets the requirements of the State Board of Education Rules found in section 3301-24 and O.R.C. 3319-22.

1. The Bryan LPDC policy, procedures, and governance shall not supersede this negotiated agreement. Any IPDP submitted to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement.
2. The LPDC shall be composed of at least five (5) members, a majority of which shall be selected by the Bryan Education Association.
3. An attempt will be made to schedule LPDC meetings during the regular work day. Bargaining unit members shall be compensated at the tutor rate for all LPDC meetings/activities which are outside the normal work day or during the summer months.

ARTICLE X V - EFFECT AND DURATION

A. SEPARABILITY

1. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. MODIFICATION OF AGREEMENT

1. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

C. SUPERSEDING CLAUSE

Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code, which are in conflict or are inconsistent with any provision of this Agreement, whether or not the provision is specifically enumerated herein.

D. MID-TERM BARGAINING / MANAGEMENT RIGHTS CLAUSE

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the state of Ohio and the rules and regulations promulgated by the applicable state agency and the constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the board shall not be permitted to exercise any management rights which alter or modify an existing provision of this agreement. The parties also hereby agree and understand that the board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the union prior to implementation.

E. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators.

BRYAN EDUCATION ASSOCIATION

By _____ President

Date 6-8-09

By _____ Chief Negotiator

Date 6-8-09

BRYAN BOARD OF EDUCATION

By _____ President

Date 6-8-09

By _____ Treasurer

Date 6-8-09

BRYAN CITY SCHOOL DISTRICT
APPENDIX A - SALARY SCHEDULE
2009-2010

NEW BASE	$ 29,789

% INCREASE	1.0%

EXPERIENCE	BA	B/150	MA/MS	M+10	M+20
0	$ 29,789	$ 31,070	$ 32,768	$ 33,274	$ 34,555
	1.0000	1.0430	1.1000	1.1170	1.1600
1	$ 31,651	$ 32,867	$ 34,667	$ 35,196	$ 36,491
	1.0625	1.1030	1.16375	1.1815	1.2250
2	$ 33,364	$ 34,645	$ 36,566	$ 37,117	$ 38,428
	1.1200	1.1630	1.2275	1.2460	1.2900
3	$ 35,076	$ 36,432	$ 38,466	$ 39,038	$ 40,364
	1.1775	1.2230	1.2913	1.3105	1.3550
4	$ 36,789	$ 38,219	$ 40,364	$ 40,960	$ 42,300
	1.2350	1.2830	1.3550	1.3750	1.4200
5	$ 38,502	$ 40,007	$ 42,265	$ 42,881	$ 44,237
	1.2925	1.3430	1.4188	1.4395	1.4850
6	$ 40,215	$ 41,794	$ 44,162	$ 44,803	$ 46,173
	1.3500	1.4030	1.4825	1.5040	1.5500
7	$ 41,928	$ 43,581	$ 46,063	$ 46,724	$ 48,109
	1.4075	1.4630	1.5463	1.5685	1.6150
8	$ 43,641	$ 45,369	$ 47,960	$ 48,645	$ 50,045
	1.4650	1.5230	1.6100	1.6330	1.6800
9	$ 45,354	$ 47,156	$ 49,861	$ 50,567	$ 51,982
	1.5225	1.5830	1.6738	1.6975	1.7450
10	$ 47,067	$ 48,943	$ 51,758	$ 52,488	$ 53,918
	1.5800	1.6430	1.7375	1.7620	1.8100
11	$ 48,779	$ 50,731	$ 53,659	$ 54,409	$ 55,854
	1.6375	1.7030	1.8013	1.8265	1.8750
12	$ 50,492	$ 52,518	$ 55,556	$ 56,331	$ 57,791
	1.6950	1.7630	1.8650	1.8910	1.9400
13	$ 52,205	$ 54,305	$ 57,457	$ 58,252	$ 59,727
	1.7525	1.8230	1.9288	1.9555	2.0050
14	$ 52,324	$ 54,424	$ 59,354	$ 60,174	$ 61,663
	1.7565	1.8270	1.9925	2.0200	2.0700
15	$ 52,822	$ 54,871	$ 59,816	$ 62,095	$ 63,599
	1.7732	1.8420	2.0080	2.0845	2.1350
20	$ 53,406	$ 55,476	$ 60,421	$ 63,057	$ 64,568
	1.7928	1.8623	2.0283	2.1168	2.1675
25	$ 54,371	$ 56,441	$ 61,383	$ 64,016	$ 65,536
	1.8252	1.8947	2.0606	2.1490	2.2000
27	$ 55,142	$ 57,162	$ 62,107	$ 64,737	$ 66,263
	1.8511	1.9189	2.0849	2.1732	2.2244

Bryan City School District
Appendix A-1 Salary Schedule

2009-2010

BASE =	$33,334	% INCREASE =	1.0%

EXPERIENCE	BA	MA/MS	M+20
0	$33,334	$36,566	$38,428
5	$41,928	$46,062	$48,109
10	$50,174	$55,557	$57,791
15	$52,822	$59,816	$63,599
20	$53,406	$60,421	$64,568
25	$54,628	$61,624	$65,778

BRYAN CITY SCHOOL DISTRICT
APPENDIX A - SALARY SCHEDULE
2010-2011

NEW BASE **$ 30,087**

EXPERIENCE	BA	B/150	MA/MS	M+10	M+20
0	$ 30,087 1.0000	$ 31,381 1.0430	$ 33,096 1.1000	$ 33,807 1.1170	$ 34,901 1.1600
1	$ 31,967 1.0825	$ 33,186 1.1030	$ 35,014 1.16375	$ 35,548 1.1815	$ 36,856 1.2250
2	$ 33,697 1.1200	$ 34,991 1.1630	$ 36,932 1.2275	$ 37,488 1.2460	$ 38,812 1.2900
3	$ 35,427 1.1775	$ 36,796 1.2230	$ 38,851 1.2913	$ 39,429 1.3105	$ 40,768 1.3550
4	$ 37,157 1.2350	$ 38,601 1.2830	$ 40,768 1.3550	$ 41,369 1.3750	$ 42,723 1.4200
5	$ 38,887 1.2925	$ 40,407 1.3430	$ 42,687 1.4188	$ 43,310 1.4395	$ 44,679 1.4850
6	$ 40,617 1.3500	$ 42,212 1.4030	$ 44,604 1.4825	$ 45,251 1.5040	$ 46,635 1.5500
7	$ 42,347 1.4075	$ 44,017 1.4630	$ 46,523 1.5463	$ 47,191 1.5685	$ 48,590 1.6150
8	$ 44,077 1.4650	$ 45,822 1.5230	$ 48,440 1.6100	$ 49,132 1.6330	$ 50,546 1.6800
9	$ 45,807 1.5225	$ 47,627 1.5830	$ 50,359 1.6738	$ 51,072 1.6975	$ 52,502 1.7450
10	$ 47,537 1.5800	$ 49,433 1.6430	$ 52,276 1.7375	$ 53,013 1.7620	$ 54,457 1.8100
11	$ 49,267 1.6375	$ 51,238 1.7030	$ 54,195 1.8013	$ 54,954 1.8265	$ 56,413 1.8750
12	$ 50,997 1.6950	$ 53,043 1.7630	$ 56,112 1.8650	$ 56,894 1.8910	$ 58,368 1.9400
13	$ 52,727 1.7525	$ 54,848 1.8230	$ 58,031 1.9288	$ 58,835 1.9555	$ 60,324 2.0050
14	$ 52,848 1.7565	$ 54,969 1.8270	$ 59,948 1.9925	$ 60,775 2.0200	$ 62,280 2.0700
15	$ 53,350 1.7732	$ 55,420 1.8420	$ 60,414 2.0080	$ 62,716 2.0845	$ 64,235 2.1350
20	$ 53,940 1.7928	$ 56,031 1.8623	$ 61,025 2.0283	$ 63,688 2.1168	$ 65,213 2.1675
25	$ 54,914 1.8252	$ 57,006 1.8947	$ 61,997 2.0606	$ 64,657 2.1490	$ 66,191 2.2000
27	$ 55,694 1.8511	$ 57,734 1.9189	$ 62,728 2.0849	$ 65,385 2.1732	$ 66,925 2.2244

Bryan City School District
Appendix A-1 Salary Schedule

2010-2011

BASE =	$33,667	% INCREASE =	1.0%

EXPERIENCE	BA	MA/MS	M+20
0	$33,667	$36,932	$38,812
5	$42,347	$46,523	$48,590
10	$50,675	$56,113	$58,368
15	$53,350	$60,414	$64,235
20	$53,940	$61,025	$65,213
25	$55,174	$62,241	$66,436

BRYAN CITY SCHOOL DISTRICT
APPENDIX A - SALARY SCHEDULE
2011-2012

NEW BASE **$ 30,388**

EXPERIENCE	BA	B/150	MA/MS	M+10	M+20
0	$ 30,388 1.0000	$ 31,694 1.0430	$ 33,426 1.1000	$ 33,943 1.1170	$ 35,250 1.1600
1	$ 32,287 1.0625	$ 33,518 1.1030	$ 35,384 1.16375	$ 35,903 1.1815	$ 37,225 1.2250
2	$ 34,034 1.1200	$ 35,341 1.1630	$ 37,301 1.2275	$ 37,863 1.2460	$ 39,200 1.2900
3	$ 35,782 1.1775	$ 37,164 1.2230	$ 39,240 1.2913	$ 39,823 1.3105	$ 41,175 1.3550
4	$ 37,529 1.2350	$ 38,987 1.2830	$ 41,175 1.3550	$ 41,783 1.3750	$ 43,151 1.4200
5	$ 39,276 1.2925	$ 40,811 1.3430	$ 43,114 1.4188	$ 43,743 1.4395	$ 45,126 1.4850
6	$ 41,023 1.3500	$ 42,634 1.4030	$ 45,050 1.4825	$ 45,703 1.5040	$ 47,101 1.5500
7	$ 42,771 1.4075	$ 44,457 1.4630	$ 46,988 1.5463	$ 47,663 1.5685	$ 49,076 1.6150
8	$ 44,518 1.4650	$ 46,280 1.5230	$ 48,924 1.6100	$ 49,623 1.6330	$ 51,051 1.6800
9	$ 46,265 1.5225	$ 48,104 1.5830	$ 50,863 1.6738	$ 51,583 1.6975	$ 53,027 1.7450
10	$ 48,013 1.5800	$ 49,927 1.6430	$ 52,799 1.7375	$ 53,543 1.7620	$ 55,002 1.8100
11	$ 49,760 1.6375	$ 51,750 1.7030	$ 54,737 1.8013	$ 55,503 1.8265	$ 56,977 1.8750
12	$ 51,507 1.6950	$ 53,574 1.7630	$ 56,673 1.8650	$ 57,463 1.8910	$ 58,952 1.9400
13	$ 53,254 1.7525	$ 55,397 1.8230	$ 58,612 1.9288	$ 59,423 1.9555	$ 60,927 2.0050
14	$ 53,376 1.7565	$ 55,518 1.8270	$ 60,547 1.9925	$ 61,383 2.0200	$ 62,903 2.0700
15	$ 53,883 1.7732	$ 55,974 1.8420	$ 61,018 2.0080	$ 63,343 2.0845	$ 64,878 2.1350
20	$ 54,479 1.7928	$ 56,591 1.8623	$ 61,635 2.0283	$ 64,325 2.1168	$ 65,865 2.1675
25	$ 55,464 1.8252	$ 57,576 1.8947	$ 62,617 2.0606	$ 65,303 2.1490	$ 66,853 2.2000
27	$ 56,251 1.8511	$ 58,311 1.9189	$ 63,355 2.0849	$ 66,039 2.1732	$ 67,594 2.2244

Bryan City School District
Appendix A-1 Salary Schedule

2010-2011

BASE =	$34,004	% INCREASE =	1.0%

EXPERIENCE	BA	MA/MS	M+20
0	$34,004	$37,301	$39,200
5	$42,771	$46,988	$49,076
10	$51,182	$56,674	$58,952
15	$53,883	$61,018	$64,878
20	$54,479	$61,635	$65,865
25	$55,726	$62,863	$67,100

APPENDIX B – ATHLETIC SUPPLEMENTAL POSITIONS
BRYAN CITY SCHOOLS

Position	Percentage of Base
Athletic Director	25%
Athletic Trainer	25%
Weightroom Coordinator	24%
Head Football Coach	19%
Assistant Football Coach 1	13%
Assistant Football Coach 2	13%
Assistant Football Coach 3	13%
Assistant Football Coach 4	13%
Assistant Freshman Football Coach 1	13%
Assistant Freshman Football Coach 2	13%
Head Boys Basketball Coach	19%
Assistant Boys Basketball Coach 1	13%
Assistant Boys Basketball Coach 2	13%
Assistant Boys Basketball Coach 3	13%
Head Girls Basketball Coach	19%
Assistant Girls Basketball Coach 1	13%
Assistant Girls Basketball Coach 2	13%
Assistant Girls Basketball Coach 3	13%
Head Boys Soccer Coach	16%
Assistant Boys Soccer Coach	13%
Head Girls Soccer Coach	16%
Assistant Girls Soccer Coach	13%
Head Boys Tennis Coach	16%
Assistant Boys Tennis Coach	13%
Head Girls Tennis Coach	16%
Assistant Girls Tennis Coach	13%
Head Baseball Coach	16%
Assistant Baseball Coach 1	13%
Assistant Baseball Coach 2	13%
Assistant Baseball Coach 3	13%
Head Softball Coach	16%
Assistant Softball Coach 1	13%
Assistant Softball Coach 2	13%
Assistant Softball Coach 3	13%
Cheerleading Advisor	16%

Position	Percentage of Base
Assistant Cheerleading Advisor	13%
Head Golf Coach	16%
Head Wrestling Coach	16%
Assistant Wrestling Coach 1	13%
Assistant Wrestling Coach 2	13%
Head Volleyball Coach	16%
Assistant Volleyball Coach 1	13%
Assistant Volleyball Coach 2	13%
Head Swim Coach	16%
Assistant Swim Coach 1	13%
Assistant Swim Coach 2	13%
Head Cross Country Coach	16%
Assistant Cross Country Coach	13%
Head Track Coach	16%
Assistant Track Coach 1	13%
Assistant Track Coach 2	13%
Assistant Track Coach 3	13%
Junior High Football Coach 7th	10%
Junior High Football Coach 7th	10%
Junior High Football Coach 8th	10%
Junior High Football Coach 8th	10%
Junior High Basketball Boys Coach 7th	10%
Junior High Basketball Boys Coach 8th	10%
Junior High Basketball Girls Coach 7th	10%
Junior High Basketball Girls Coach 8th	10%
Junior High Track Coach 1	10%
Junior High Track Coach 2	10%
Junior High Track Coach 3	10%
Junior High Cross Country Coach 7-8	10%
Junior High Wrestling Coach 7th	10%
Junior High Wrestling Coach 8th	10%
Junior High Volleyball Coach 7th	10%
Junior High Volleyball Coach 8th	10%
Junior High Cheerleader Advisor	10%

APPENDIX B – ACADEMIC SUPPLEMENTAL POSITIONS
BRYAN CITY SCHOOLS

Position	Percentage of Base
Head Band Director	15%
Assistant Band Director	13%
Orchestra Director/Pit Director	10%
Choir Director	10%
Choir Accompanist	4%
Musical Director	7.50%
Musical Accompanist	2%
Set Director per play	4%
Drama/Play Director per play	6.50%
Assistant Drama Director per play	4%
HS Yearbook Advisor	12%
JH Yearbook Advisor	10%
Photography Advisor	5%
Newspaper Advisor	8%
Student Council(HS) Advisor (2 positions)	6%
Senior Class Advisor	4%
Junior Class Advisor	6%
Sophomore Class Advisor	3%
Freshman Class Advisor	3%
8th Grade Class Advisor	6%
National Honor Society Advisor	4%
Academic League Advisor	6%
Middle School Quiz Bowl Advisor	3%
Elementary Quiz Bowl Advisor	3%
Mask & Sandal Advisor	3%
Language Club Advisor	3%
FCCLA Advisor	3%
Hi-Art Advisor	3%
Mentor Teacher	3%

BRYAN CITY SCHOOLS - APPENDIX C
APPLICATION FOR PARTICIPATION - HEALTH INSURANCE INCENTIVE PLAN

_____(applicant) being an employee of Bryan City Schools and a member of the bargaining unit defined in the negotiated agreement between the Bryan City Board of Education (Board and the Bryan Education Association (BEA) makes application for participation in the Health Insurance Incentive Plan (the plan). In connection with that application, and in consideration of the benefits provided under the plan, applicant makes the following representations.

1. I am a full time employee of the Bryan City Schools and a member of the bargaining unit as defined in the negotiated agreement between the Board and the BEA.
2. I request the Board to cease making premium payments on my behalf for the purchase of Board provided health insurance, including premium payments for the purchase of hospital surgical and major medical coverage for me as an employee of the Bryan City Schools.
3. I understand that upon the cessation of premium payments on my behalf, I will no longer be a policyholder insured under the Board provided hospital, surgical and major medical insurance plan; and with respect to claims incurred on or after the first day of the month following acceptance into the plan. I will have no claim against either the Board's insurance carrier or the Board for insurance benefits formerly available to me under the Board provided health insurance plans except as to claims I might have as an insured dependent.
4. I understand the nature and extent of Board provided health insurance benefits which I am losing as the result of my participation in the plan and I have had the opportunity to ask any questions, to inspect and copy any and all documents relevant to the Board provided health insurance plans, to consult with my BEA representatives, insurance advisors and legal counsel prior to making this application.
5. My request that the Board no longer make premium contributions on my behalf for the purchase of Board provided health insurance coverage is freely and voluntarily made and I hereby, for must, my insured dependents and my heirs, release the Board, its members, officers and employees, the insurance carriers providing group health insurance coverage to the Board and the BEA, its officers, members and affiliates from any and all liability of any kind arising out of or in any way connected with my participation in the plan.
6. I further understand that payments made to me during my participation in the plan will be made monthly beginning with the first month following acceptance of this application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state and local income tax.
7. I will notify the Treasurer in writing on any involuntary charge in my insurance coverage while participation in the plan and will re-enroll in the Board provided health insurance plans not later than the third Monday of the month following the loss of that coverage of the loss of any continuation of that coverage, whichever is later. Other than in the case of an involuntary loss of insurance coverage. I understand that my right to re-enroll in Board provided health insurance plans may be limited to the annual enrollment period or enrollment periods determined by the insurance carriers. In the event of re-enrollment in Board provided health insurance plans, I will no longer be eligible to participate in the Health Insurance Incentive plan and all payments to me under this plan will cease.

DATE: _____ APPLICANT: _____

Effective Date: _____ Approved: _____

APPENDIX D: GRIEVANCE REPORT FORM

GRIEVEANCE REPORT

Name of Grievant:_____ Date Filed: _____
Building: _____ Assignment: _____

Date Cause of grievance occurred: _____ Step/Level of grievance: _____

Statement of grievance (including specific provision(s) of the agreement alleged to have been violated).

_____
_____
_____
_____
_____

Relief Sought: _____
_____
_____
_____

Signature: _____ Date: _____

Disposition:

_____
_____
_____
_____
_____

Grievant's Signature; _____Date: _____

Administrator Signature: _____ Date: _____

Superintendent Signature: _____ Date: _____

BEA President Signature: _____ Date: _____

Receipt of above form should be recorded at each step.
Delivered by: _____ Date: _____
Received by: _____Date: _____

Through the Formal Grievance Procedure, the following shall each receive a copy of the decision at each level: Grievant, Administrator(s), Association President(s), OEA Representative.

Appendix E – Leave Application

LEAVE APPLICATION
BRYAN CITY SCHOOL DISTRICT
BRYAN, OH 43506

Employee's Name _____ Date _____

School_____ Number of Days Requested_____

Check Type of Leave You are requesting:

Sick_____

Personal_____ Other (Jury Duty, Curriculum, Etc.)_____

Vacation_____ Deductible_____

**** * * All Professional Meeting Requests are to be done on the PROFESSIONAL MEETING REQUEST FORM. * * ****

I am making application for the use of sick/personal leave provided in Section 143.29, ORC, and that the use of such sick leave is/was justified for the following reason:

_____1. Personal illness/injury_____

_____2. Illness/injury in immediate family_____
(Relationship)

_____3. Death in immediate family_____
(Relationship)

_____4. Vacation_____

_____5. Personal leave for:_____

_____6. Other_____

_____7. Deductible(with Superintendent's prior approval)_____

I hereby request_____ days of sick/personal/vacation/other or deductible leave time, beginning

_____,_____20____, and ending
Day of week, Beginning date

_____,_____20____.
Day of week, Ending date

_____
Employee Signature

_____
Supervisor Signature

Name of Attending Physician if Medical Attention Required:_____
Make Personal Leave Request Five Days in Advance
(File with Building Principal)

Form LeaveAp - last modified 08/22/07

SETTLEMENT AGREEMENT
BETWEEN THE
BRYAN EDUCATION ASSOCIATION
AND THE
BRYAN CITY BOARD OF EDUCATION

Whereas, The Bryan Education Association and the Bryan City Board of Education are parties to a negotiated agreement in effect through June 30, 2009;

Whereas, Senate Bill 2 established the Educators Standards Board which requires the implementation of a Master Teacher Committee for master teacher designation;

Whereas, Senate Bill 2 requires that this committee be in place for the 2008-2009 school year; and,

Whereas, the parties desire to fulfill the requirements of Senate Bill 2.

Now, therefore, the Association and the Board agree to the following:

1. To establish a master teacher committee for the purpose of designating teachers in the building/district as a master teacher;

2. The committee shall be odd-numbered and shall be comprised of a majority of Board employed practicing teachers and a minority of Superintendent appointed administrative representation;

3. The master teacher committee shall determine the time, location, and number of committee meetings;

4. The master teacher committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure;

5. The Association shall determine the length of the term of office for the local Association member serving on the master teacher committee;

6. Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer;

7. Nothing in the master teacher committee process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement;

8. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association;

9. As determined by the committee, the Association master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria;

10. The master teacher members shall be provided release time or tutor rate to perform any and all work pertaining to the master teacher committee duties;

11. The master teacher committee shall be provided with the equipment, paper, and other materials necessary to perform its duties, as well as adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space;

12. The master teacher committee shall determine its own appeals procedure; and

13. The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outline in the collective bargaining agreement. Issues for appeal are limited to procedural matters in master teacher committee appeals process.

This memorandum of understanding becomes effective immediately upon the signature of the parties and shall be attached to the current negotiated agreement between the Association and the Board of Education.

For the Association

10.20.08
Date

For the Board

10-20-08
Date

OEA
OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

August 17, 2009

STATE EMPLOYMENT RELATIONS BOARD
2009 AUG 19 P 3:27

State Employment Relations Board
Attn: Clerks Office
65 East State Street, Twelfth Floor
Columbus, OH 43215

RE: Bryan Education Association
And Bryan City Board of Education
SERB Case No. 09-MED-03-0355

Dear Sir or Madam:

Please be advised that the Bryan Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Bryan City Board of Education have successfully completed negotiations and ratified a new contract effective July 1, 2009 to June 30, 2012.

I am enclosing three original contracts, and I would like two SERB file-stamped copies returned to me in the envelope provided.

Sincerely,

Betty Elling de

Betty Elling
OEA/NEA Labor Relations Consultant

de

Enc.

25568 Elliott Road, Defiance, OH 43512 ■ Phone: (419) 784-9588 or 1-800-942-1634 ■ FAX: (419) 784-9684

09-MED-03-0355
K25477
2545-01

STATE EMPLOYMENT RELATIONS BOARD
2010 JUN -1 P 12:46

MEMORANDUM OF UNDERSTANDING BETWEEN THE BRYAN EDUCATION ASSOCIATION AND THE BRYAN CITY SCHOOLS BOARD OF EDUCATION

Whereas, The Bryan Education Association and the Bryan City School Board of Education are parties to a negotiated agreement in effect through June 30, 2012; and,

Whereas, The Bryan City School Board of Education has requested to add a 3-hour delay provision to the regular work day due to weather conditions which constitutes a change in working conditions; and,

Whereas, Both parties desire to settle this issue in an amicable manner.

Now, therefore, the parties agree to the following:

1. The Superintendent may implement no more than four (4) three-hour delays throughout the school year.

2. Three-hour delays may only be used in the event of a fog delay.

3. On the days that the three-hour delays are implemented, the dismissal time for the certificated staff shall be the same time the busses leave their respective buildings.

4. The Administration agrees to provide coverage for classes of any certificated staff that have prior commitments that cannot easily be changed (e.g. doctor appointments, professional development) on days that a three-hour delay is implemented.

This agreement becomes effective upon the signatures of the parties and becomes attached to the contract.

5/18/2010
For the Association Date

5/18/2010
For the Board Date

CONTRACT AGREEMENT

BETWEEN

GEORGETOWN EXEMPTED VILLAGE BOARD OF EDUCATION

AND THE

GEORGETOWN FEDERATION OF TEACHERS, AFT/OFT

SEPTEMBER 1, 2010 THROUGH AUGUST 31, 2013

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ARTICLE I
Recognition

A. Recognition

1. The Georgetown Exempted Village Board of Education recognizes the Georgetown Federation of Teachers, AFT/OFT, as the sole and the exclusive bargaining agent for all teachers, librarians, nurses, guidance counselors, and coaches who teach in the Georgetown Exempted Village School District and are employed under a regular teaching contract. Excluded from the bargaining unit are the Superintendent, Administrators, and Psychologist**.**

2. The subjects of collective bargaining will be all matters relating to wages, hours, terms, and other conditions of employment. The Georgetown Federation of Teachers, AFT/OFT, will continue to be recognized as the collective bargaining agent for the employees in this bargaining unit until it is removed or replaced in accordance with provisions of the Ohio Revised Code 4117.

B. Definition of Terms

1. The term "Board" when used herein will refer to the Georgetown Exempted Village Board of Education and its management, supervisory, and confidential personnel as that term is defined under provisions of the Ohio Revised Code 4117.

2. The term "GFT" when used herein will refer to the Georgetown Federation of Teachers, affiliated with the Ohio Federation of Teachers and the American Federation of Teachers.

3. The term "Teacher" when used herein will include all members of the bargaining unit as defined in Section A, above.

ARTICLE II
Negotiations Procedure

A. Statement of Principles

1. The Board and the GFT state that the principles stated in succeeding sections of this document will govern the negotiation process between the Board and the GFT.

2. "Good Faith" requires that the Board and the GFT be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this contract will compel either party to agree to a proposal or to make a concession.

B. Subject of Negotiations

Representatives of the Board and the GFT will negotiate in good faith all matters relating to wages, hours, terms, and conditions of employment.

C. Requests for Negotiation

1. If either party desires to open bargaining, it shall notify the other party in writing no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration date of the agreement. Notification shall be served in writing. Within thirty (30) calendar days after receipt of such notice, the parties will have their initial meeting and exchange written proposals.

2. In the first negotiation session, proposals will be in form and detail specifying that to which agreement is sought. Topical listings of items proposed for negotiations will constitute a clear failure of compliance with this requirement and may be disregarded.

3. After the second (2^{nd}) meeting, no new items may be submitted unless by mutual agreement of both parties. The remaining items of the then current contract shall remain in force and effect and shall be a part of any successor agreement.

D. Negotiation Meetings

1. Negotiation meetings will be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.

2. Meetings shall be scheduled at reasonable intervals, places, and times.

3. Either party may recess for caucuses at any time.

4. Minutes of meetings will be kept by each party only if it deems necessary and only in such form and detail as it may determine advisable.

5. Negotiations will be conducted outside of the normal workday unless the parties mutually agree otherwise.

E. Representation

1. The representatives of the Board will consist of not more than five (5) designees.

2. The representatives of the GFT will consist of not more than five (5) designees.

F. Assistance and Study Committees

Each party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

G. Information

The Board and the GFT agree to supply available public information that is specifically requested and routinely prepared.

H. News Releases

Neither party will make a release to the news media regarding negotiations, unless mutually prepared, so long as good faith negotiations, as defined in Article II (A) (2), are in progress.

I. Agreement

1. Tentative agreement on negotiated items will be reduced to writing and initialed by the representative of each party. All agreements are tentative, based upon the complete resolution of all issues.

2. The purpose of tentative agreements is to develop a package that will be submitted to the Teachers and the Board for ratification. Initialing of tentative agreements shall be done in good faith.

3. The membership of the GFT must affirm the acceptance of the contract first by a membership vote, and then the same will be presented to the Board for its decision. If approved by both parties, the contract will be binding on both parties.

4. Within thirty (30) working days after signing, the contract will be made available to all Teachers and the Board members. The GFT will be responsible for the typing of the final negotiated contract. The Board will be responsible for the duplication and distribution of the contract to bargaining unit personnel as well as administrative personnel and Board members.

J. Dispute Settlement Procedures

Dispute settlement procedures shall be governed by the O.R.C. 4117.14.

ARTICLE III
GFT Rights

A. GFT Membership Meetings

As the recognized bargaining agent, GFT shall have the right to use the school buildings to conduct membership meetings. Such meetings shall not interfere with nor interrupt normal instructional programs or school operations and shall be held outside the regular school day. GFT shall request use of a school facility from the Superintendent, except for regularly scheduled meetings held after the monthly Board meeting and a meeting to be held within four (4) working days after a special board meeting. Normally scheduled building staff meetings will not conflict with the GFT meetings.

B. Announcements at Staff Meetings

The GFT shall have the right to make announcements at staff meetings. The GFT will be allotted thirty minutes for announcements on the opening day schedule.

C. Use of Board Equipment

The GFT shall have the right, within established administrative procedures, to use facilities, equipment, typewriters, computers, copy machines, duplicating equipment, and audio visual equipment, when operated by qualified bargaining unit members authorized by the GFT. The GFT shall pay for the consumable school supplies used. Any duplication or photocopying beyond two hundred exposures (200) will have specific prior approval of the building administrator. Use of such foregoing equipment shall not occur during the duty day and shall not interfere nor interrupt normal instructional programs or school operations.

D. Bulletin Boards

The GFT shall have the right to use school bulletin boards which are located in the staff dining room, if one exists, or in each teacher work room of every building. GFT representatives shall have the exclusive responsibility for posting and removing GFT notices.

E. Internal Mail System

The GFT shall have the right to the use of the internal mail system of the school and the district's e-mail system as long as that use complies with federal law.

F. Use of GFT Insignia

The GFT shall have the right to utilize the GFT insignia for the purpose of identifying membership on each member's mailbox.

G. Dues Deduction and Cancellation

The GFT shall have the right to payroll deduction of membership dues.

1. Members shall have the right to authorize the continuous deduction of said dues from year to year hereafter unless revoked by the GFT member according to the procedures listed below. Said deductions will be made upon receipt of a signed authorization form submitted to the Treasurer at least ten (10) working days prior to the next payroll date. Dues collected shall be transmitted monthly to GFT. The GFT will be responsible for collecting any dues not collected through payroll deduction.

2. The amount of dues to be deducted shall remain the same for a minimum of one (1) year. These deductions shall be made from each paycheck.

3. Revocation may be made by any member at any time in writing to the GFT treasurer. The GFT treasurer must forward such revocation to the Board Treasurer within (5) working days.

4. Dues, when increased or changed, shall be increased or changed only once a year in September.

5. The GFT shall indemnify the Board against any and all claims, demands, suits, cost, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with this provision.

H. GFT and Board Meetings

The GFT President or designee shall be notified of and provided with the Agenda prior to public meetings of the Board and its subcommittees. The GFT President or designees shall be provided a copy of the Board minutes and/or changes to Board policy. The GFT President or designees shall be placed on the distribution list for all public information provided to members of the Board.

I. Information

Within ten (10) working days after receipt of a request from the GFT President to the Treasurer, the GFT shall be given such forms as the Seniority list, Reduction in Force list (if one exists), monthly financial reports, End of Year Financial Report (listing all receipts and expenditures for the general fund by object code), and any other forms of information deemed public.

J. GFT business

The GFT members will not conduct GFT business during the regular duty day. However, the superintendent or administrator, at his/her discretion, may make exceptions.

K. GFT President and Superintendent Meetings

The superintendent will meet with the President of the GFT, if requested by either party, at mutually convenient times to discuss matters of mutual concern.

L. New Hire Information

Upon request of the President of the GFT, the Board shall provide the GFT with the names and addresses of newly employed teachers within seven (7) calendar days from the receipt of the request.

M. GFT Representatives

At the beginning of the school year, the GFT shall provide the Board with a list of its officers and representatives and all subsequent changes.

N. Fair Share Fee

1. Beginning with employees hired for the 2006-2007 school year, as allowed by O.R.C. 4117.09 ©, all employees covered by this Agreement who are not members of GFT shall pay to GFT, through deductions from each paycheck, a fair share fee for the cost of collective bargaining services. The obligation of non-members to pay such fair share fee commences with the first paycheck due in September, or with the first paycheck due sixty days after initial employment in the bargaining unit, whichever occurs later. The written consent of non-union members shall not be required as condition for payroll deduction of the fee.
2. Procedures shall be adopted and distributed annually by the GFT to all non-members allowing them to (1) annually object to payment of a fair share fee equal to union dues and thereafter receive a rebate and fee reduction, representing that portion of union dues deemed to be "non-chargeable" under state or federal law; and (2) challenge the manner in which the fee is calculated and obtain a hearing before an impartial arbitrator with respect to such challenge. Upon request, the GFT shall provide the Board with copies of the procedure adopted by the union to comply with this paragraph. In the absence of an objection, an amount equal to full Union dues shall be deducted from each non-member's paycheck. The GFT will timely inform the treasurer within ten days of a timely objection.
3. Fair share fee payments by non-union members shall be deducted by the Board from their paychecks and remitted to the GFT in the same manner that the dues of union members are deducted.
4. The GFT shall submit to the Board at least fourteen days prior to the first paycheck of each school year the annual notice sent to non-members describing the amount of the fair share fee for the upcoming school year and the rights of non-members to object to or challenge the fair share fee.
5. The Board shall provide the GFT a list of new teachers, teachers returning from leaves of absence, teachers granted leaves of absence, and separations on a weekly or otherwise timely basis.
6. In the event the Board is held to be responsible for the repayment of moneys paid to the GFT pursuant to this Fair Share Agreement, the GFT, to the extent of those funds actually received by it, shall reimburse the same to the B and/or the designated bargaining unit employees involved.
7. If any provision of this Section is declared by a court to be invalid under federal or state law, said provision shall be modified by agreement of the parties to comply with the requirements of said federal or state law, and only those portions of this Section that are held to be invalid shall no longer be binding upon the parties, and the balance of this Section shall remain in effect.
8. Pursuant to O.R.C 4117.09 ©, any member objecting to the payment of GFT fair share fees based upon membership in a recognized religious denomination may make equivalent payments to a

charitable organization, which amount shall be deducted from such non-member's paycheck by the Board.

9. Any current GFT member who decides to drop membership shall have fair share fees deducted in the manner prescribed above.

ARTICLE IV
Management Rights

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities not specifically limited by the express terms of the contract.

ARTICLE V
Grievance Procedures

A. Definition

1. A grievance shall mean a complaint by a teacher member in the bargaining unit or a group of teachers or the union that there is a violation, misinterpretation, or misapplication of the provisions of this contract.

2. A grievant shall mean either

   a. an individual bargaining unit member,

   b. group of bargaining unit members having the same grievance, or

   c. the GFT.

3. The term "day" when used in this Article shall mean weekdays excluding holidays.

B. Procedures

1. Informal: If a grievant member has a complaint, he/she shall discuss it informally with his/her administrator. The grievant may be represented or accompanied by a GFT representative before the administrator. The object of both parties shall be to resolve this matter as soon as possible in an informal manner.

2. Formal:

   a. Step 1: If the issue is not resolved informally, the grievant shall, in writing, present a grievance to his/her administrator within ten (10) days following the occurrence or the knowledge of the occurrence which is the basis of the complaint. Both parties may mutually agree to by-pass Step 1 and forward the grievance on to Step 2 without a hearing at Step 1.
   However, if either party requests a hearing, it will be scheduled and held within five (5) days of the receipt of such grievance. The administrator or his/her designee will have five (5) days to give a written decision after the conclusion of the meeting.

b. Step 2: If the grievance is not resolved by the administrator at step 1, within five (5) days of the receipt of the step 1 response, the grievant and his/her GFT representative may appeal to the superintendent in writing and such writing will set forth specifically the tact or condition on which the grievance was based in the first step above and the basis of the appeal. The superintendent or his/her designee will schedule and hold a meeting within five (5) days of the receipt of such grievance in an effort to resolve the grievance. The superintendent or his/her designated representative will communicate his/her decision in writing to the grievant within ten (10) days after the conclusion of the meeting.

When the grievant is not represented by the GFT at this step, the superintendent will furnish the GFT with a copy of the appeal from Step 1 together with a notice of the date of the meeting. In such cases when the GFT is not representing the grievant, the GFT representative may be present and state its views at the conclusion of the meeting.

The above time limits are to be maximums and may be extended by mutual agreement of the parties.

c. Step 3:

i. If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration shall be made with ten (10) days following the receipt of the disposition of the grievance by the Board. The grievant's request for arbitration shall be made by certified mail with return receipt requested to the Superintendent.

ii. The grievant and his/her designated representative shall file a joint request to the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the rules of FMCS. The arbitrator shall hold the necessary hearing and issue his/her decision in accordance with the rules of the Federal Mediation and Conciliation Service.

iii. The decision of the arbitrator shall be final and binding on the Parties and the grievant and shall be rendered within thirty (30) days after the record has been closed. The arbitrator shall not have the authority to add to subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Agreement nor add to, subtract from, or modify the language therein. The arbitrator shall not substitute his/her judgment for that of the Administration. The arbitrator shall limit himself/herself to the issue presented and shall have no authority to decide any other issue(s) not submitted. This shall be the sole and exclusive avenue of settling disputes that arise from this agreement.

iv. The cost of the arbitrator's services shall be borne by the losing party.

B. No Reprisals

The fact that a grievance is raised by a GFT member of the bargaining unit, regardless of the ultimate disposition, will not be recorded in any teacher file nor in any file nor record utilized in the promotion process; nor will such fact be used in any recommendations for job placement; nor

will such a teacher (and/or any GFT members who participate in any way in the grievance procedure) be subjected to reprisal for having processed a grievance.

C. Grievant's Rights

1. Grievance procedures and all activities relating to a grievance will be conducted outside the member's regular workday.

2. A grievant will have the following rights:

   a. To be present at the hearing,

   b. To hear testimony, or

   c. To give testimony in his/her own behalf.

ARTICLE VI
Teacher Contracts

A. Staff Vacancies

1. When teaching assignments become vacant or new positions are created, the administration shall post the teaching assignment on the district's bulletin boards for five (5) days and shall e-mail vacancy listing to all teachers. If the vacancy occurs during summer break, the administration shall e-mail and use the district's automated phone system to inform teachers of vacancies and /or newly created positions.

2. Teachers shall notify the superintendent and/or the building principal in writing of their desire to compete for positions.

3. All qualified bargaining unit members who express an interest in a vacant teaching assignment shall be interviewed for the position and shall have first consideration for vacancies.

4. Administration shall use the bargaining unit member's training, experience, and individual qualifications to determine if the bargaining unit member is qualified for the position.

5. All teachers who have participated in the interview process for a particular teaching assignment shall be notified in writing of the granting or denial of their request for reassignment.

6. New hirees who fill vacancies during the school year shall be subject to displacement at the end of the school year and that particular teaching assignment shall be listed as a vacancy for the ensuing year.

B. Limited Contracts and Continuing Contracts

1. O.R.C. 3319.11 will solely govern the issuance of limited contracts and continuing contracts and appeals of the non-renewal of limited contracts.

2. Any teacher eligible for a continuing contract may waive the right to a continuing contract by notifying the Superintendent in writing before March 31 of the contract year.

3. Employment of retired teachers will be in accordance with O.R.C.

a. Salary
Retired teachers reemployed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step The initial placement on the salary scale will be at the discretion of the board based on the recommendation of the superintendent.

b. Contract Employment
Retired teachers who are reemployed by the Board shall receive a one year limited contract of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the school district. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher reemployed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the district.

c. Supplemental Contracts
Retired teachers who are reemployed by the Board shall be eligible for supplemental contracts.

d. Leaves of Absences
Retired teachers reemployed by the Board shall receive sick leave (including bonus) and personal leave. Retired teachers reemployed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave, and family and medical leave. In no event shall leave extend beyond the retiree's employment contract term.

e. Reduction in Force
Retired teachers reemployed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers reemployed by the board shall have no right to displace or bump, nor any right of recall, in the event of a reduction in force.

f. Evaluation Procedures
The evaluation procedures required of a regular teacher by law (Revised Code 3319.11, 3319.111) and this contract shall not apply to retired teachers reemployed by the Board. The Superintendent or his designee shall evaluate retired teachers reemployed by the Board in writing on an annual basis. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retiree.

g. Severance Pay
A retired teacher reemployed by the Board cannot receive severance pay from the district.

h. Insurance
Retired teachers reemployed by the Board must accept benefits through STRS and not the Board of Education through December 31, 2008. Effective January 1, 2009, current STRS retirees employed by the Board (prior to 1/1/09) may accept the medical and prescription coverage from the Board of Education with the Employee paying 10% of the monthly premium and the Board paying 90% of the monthly premium. Such employees may also purchase dental, vision, and life insurance, with the employee paying 100% of the premium. For STRS retirees employed after 1/1/09, medical and prescription coverage will be available with the employee paying 20% of the monthly premium and the Board paying 80% of the monthly premium. Employees receiving a pension from any other retirement

system and are eligible for insurance benefits may purchase insurance from the Board at 100% of the premium.

i. Sick Leave

Retired teachers reemployed by the Board will start their employment with the district with zero sick days. Sick leave days accumulated from other districts will not be transferable.

C. Assignment of Teachers

1. The assignment of teachers shall be the responsibility of the superintendent. Each teacher will be assigned to a specific teaching assignment.

2. A change in assignment may be made on the request of the teacher; however, the superintendent may reassign teachers if the reassignment is based on the welfare of the teacher or the school (O.R.C. 3319.01).

3. The superintendent may reassign teachers to positions for which he/she is qualified.

4. When a teacher is administratively reassigned to a different teaching assignment, the teacher must be notified personally by the building principal or superintendent prior to the assignment being made public. Teachers will be notified in person and in writing prior to the reassignment being announced in any meeting or public forum. Written notification will include reasons for reassignment.

5. All teachers shall be notified of his/her tentative teaching assignment for the ensuing year by the last day of the school year.

6. If a change in assignment occurs during the summer, the principal shall notify the teacher in writing at his/her home address.

7. A change in teaching assignment shall be defined as :

   - Elementary – a change in grade level and/or subject area
   - Jr./Sr. High School – a change in course offerings or subject areas

C. Supplemental Contracts

1. Supplemental contract shall be entered into for supplemental duties as determined by the Board.

2. Supplemental contracts shall be filled by qualified bargaining unit members before all others in accordance with O.R.C.

3. All supplemental contracts shall be advertised and posted with job descriptions available at the district office.

4. Pay for supplemental assignments, with the exception of extended service, will be based upon work performed beyond regular duties and/or beyond the regular work duty day.

5. Supplemental contracts will be evaluated for need on a yearly basis through negotiations between the GFT and the Board.

D. Evaluation/Observation

1. Evaluation Procedures: Teachers in the last year of their limited contract shall be evaluated by the Board in compliance with O.R.C. 3319.111. All other teachers shall be formally evaluated at least once every five (5) years. All Ohio Revised Code which is in effect for the contract shall remain in effect for the duration of this contract. Any revisions to the code shall be implemented only after mutual agreement between the parties.

2. Formal Evaluations

   a. Two (2) formal evaluations per year for limited contract teaching employees are the minimum. The second round of evaluations may begin immediately following the first round provided that each teacher is given at least two weeks between the last observation of round one and the first observation of round two. Second round of evaluations may not begin before January 16.

   b. The building administrator and the teacher will meet for a pre-evaluation conference prior to the first formal evaluation. During this meeting, the building administrator and teacher will discuss contract length eligibility. Eligibility will be documented on the evaluation form.

   c. Each formal evaluation in part shall consist of at least two (2) observations of thirty (30) minutes or more in duration.

   d. The formal evaluation form must indicate the day and the beginning and ending time of the observation.

   e. Each formal evaluation shall contain specific suggestions and/or methods for improvement if needed. Administrators may require teachers to work with a Peer Assistance Leader in order to make the needed improvements.

   f. The teacher shall receive a written copy of the formal evaluation. Both the teacher and evaluator shall sign and date the evaluation form. The teacher shall receive the formal evaluation 24 hours prior to the meeting with the evaluator. In cases where a teacher has been referred to a PAL, the PAL will provide documentation of the steps taken with the teacher. This summary will become a part of the formal evaluation.

   g. The teacher by affixing his/her signature to the form indicates only that he/she has received and read such form. A signature does not necessarily indicate that he/she agrees with the evaluation/observation, comments, and ratings.

   h. The teacher has a five-day period in which to respond in writing to those sections of the evaluation that the teacher feels are inaccurate.

   i. All evaluations shall be conducted and completed before April 1 with the final written evaluation being completed before April 10.

   j. A teacher may not be non-renewed due to instructional deficiencies without first being referred to a PAL**.**

   k. In the event that a teacher goes on an extended leave which prevents the second round of evaluations, the Board shall have the right to determine to renew or non-renew that teacher's contract based upon the first evaluation.

   l. With the mutual agreement of the evaluator and teacher, those on a continuing contract may choose to waive the second evaluation sequence and conference except when an unsatisfactory or basic is documented on an evaluation component.

2. Observations

    a. Classroom observations shall be only part of what is used to determine whether or not a teacher is satisfactorily meeting specific job performance criteria.

    b. Observations do not have to be announced.

    c. Evaluation/Observation methods and techniques other than classroom observations may be used to determine job performance. Other methods and techniques may include but not be limited to the following:

        i. Informal observations

        ii. Student and Parent feedback

        iii. Supervisory input

        iv. Consultant input

3. Informal Observations

    a. Evaluators may perform informal observations at any time as determined by the evaluator.

    b. Any time a teacher is not being formally evaluated, the teacher may request an informal observation. The evaluator will provide a written response or meet with the teacher within five (5) working days.

4. Evaluation Procedure Review: Both parties agree to continue to work together to develop an evaluation system which will ensure the professional development of all teachers. No change in the current teacher evaluation program shall be implemented without the mutual agreement of both parties.

5. Formal Reprimand Policy: the following is a guideline for the procedures that must be followed before a formal reprimand may be placed in an employee's personnel file. Teachers may request GFT representation during any stage of the proceedings. The entire process should be completed within fifteen (15) days or the initial incident.

    a. The administrator will schedule an initial meeting to notify the teacher that formal reprimand proceedings are beginning and to explain the procedure to the teacher.

    b. Within two (2) business days of the initial meeting, the administrator will provide the teacher with a formal written reprimand consisting of the following items:

        i. Nature of the incident.

        ii. Date of the incident.

        iii. Action plan for correcting the situation.

    c. The teacher will be given five (5) business days to review the reprimand and to write a rebuttal.

d. After the five (5) day rebuttal period, the Superintendent will arrange a hearing consisting of all parties named in the formal reprimand. This hearing will take place within five days of the Superintendent receiving the rebuttal.

e. The Superintendent must provide a written statement regarding agreement with the reprimand and corrective action prior to placing the formal reprimand and/or rebuttal in the personnel file. In the event that the Superintendent does not agree with the formal reprimand, all documentation of the incident will be destroyed.

E. Resignation, Suspension, and Dismissal

1. A teacher who has a contract covering the ensuing school year will be free to resign up to July 10, preceding that year. The Superintendent or his/her designee may accept the resignation upon receipt with the effective date being the day stated in the resignation. After that time, the consent of the Board must be given before a staff member may resign his/her position. Similarly, a staff member may not resign during a school year unless the Board of Education consents. Resignations will be submitted to the Superintendent for presentation to the Board (O.R.C. 3319.02).

2. The Board may suspend a teacher pending final action to terminate his/her contract if, in its judgment the character of the charges warrants such action.

3. The contract of a teacher may be terminated for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board; or for other good and just cause. Before terminating any contract, the Board will furnish the teacher a written notice of its intention to consider termination of his/her contract, specification of the grounds for such consideration, and inform him/her of his/her rights to request a hearing. At such a hearing, both parties may be represented by counsel and present and cross-examine witnesses. A stenographic record of the proceeding will be made. After the hearing, the Board will make its determination by majority vote. Any order of termination of a contract will state the ground for termination.

ARTICLE VII
Contract Sequence

A. Contract Sequence

The normal contract sequence will be

1 year limited contract; then
1 year limited contract; then
2 year limited contract; then
3 year limited contract; then
4 year limited contract; thereafter

B. Contract Sequence Interruption

Based upon deficient or exemplary evaluation, the Board may interrupt this contract sequence and issue a limited contract of lesser or greater duration.

ARTICLE VIII
Personnel Files

A. Office Personnel File

1. A personnel file for each teacher containing all public information relating to said teacher will be maintained in the district office.

2. Each teacher will have the right, upon written request, to review the contents of his/her own personnel file, with the exception of employment recommendations provided to the district on a confidential basis. Such request will be made to the superintendent and scheduled for a time convenient for the parties involved.

3. Teachers may make written objections to any information contained in the file. Any written objection must be signed by the teacher and will become part of the teacher's personnel file.

4. Anonymous letters will not be placed in the personnel file.

5. Teachers will be provided copies of derogatory materials placed in their personnel files. The teacher shall sign for the receipt of said copies.

ARTICLE IX
Teaching/Learning Conditions

A. School Year

The school year shall consist of one hundred and eighty-two (182) days. The teachers will be provided input prior to the establishment of the annual calendar. The Bargaining Unit President will be presented with a school calendar for comment prior to the Board approving the school calendar.

B. Teaching Day

The normal duty day shall be seven and one-half (7 ½) hours, including a thirty-minute (30) duty free lunch period. The duty day may be changed due to emergency situations.

C. Meetings

1. The administrator may call meetings of the entire staff in each building and the entire staff will be in attendance.

2. Each building shall have one regularly scheduled meeting of the entire staff per month as determined by the Administrator. Emergency meetings of the entire staff may be held as needed for emergency situations.

3. All meetings of the entire staff shall begin ten (10) minutes after the end of the school day.

4. The Superintendent will call district-wide staff meetings at his/her discretion.

D. Communications

The District shall provide a secured, shared drive system that will allow teachers to submit issues to the building principal, superintendent, leadership team, and/or etc. All submitted issues shall be addressed within five working days by the responding party. The responding party shall issue a resolution that shall be sent to the teacher and/or posted on the shared drive.

E. Planning/Conference/Preparation Time

1. All teachers shall receive daily planning time. Individual planning time shall be defined as a continuous amount of time assigned to teachers. Assigned planning time shall be used by teachers for the purpose of preparing, improving, and/or evaluating their instructional program. Planning time shall be no less than 260 minutes per week or one class period daily, whichever is greater. Planning time shall be of a continuous amount of time that is no less than forty (40) minutes.

2. When a teacher is displaced from their classroom during their individual planning time, they will be provided a space with the appropriate resources to adequately perform their responsibilities.

3. Collaborative/Team Planning time shall be defined as a continuous amount of time assigned to teachers during the teachers' workday and used for the purpose of engaging in professional discourse and/or professional meetings with colleagues.

4. The administration and the Federation recognize the need for educators to meet and to confer with colleagues; therefore, the parties agree to identify nine days for student early release or late arrival. The identified days shall be used as collaborative/team planning time. It is recognized that these early release or late arrival days must be within the guidelines and regulations set by the Ohio Department of Education, Ohio Revised Code, Ohio Administrative Code, or any other regulatory organization. Within these nine days, at least one day per quarter shall be used for recording grades.

5. In the event teachers are requested to attend meetings, excluding staff meetings, IEP meetings, and PTO meetings, that do not occur within the work day, the teachers shall be compensated at the negotiated stipend rate.

F. Mentorship

All entry-level teachers will receive mentorship. Mentors will be provided the opportunity to observe entry-level teachers at a variety of times during the school day. Experienced teachers who are new to the district shall receive a level of mentorship based upon their individual needs.

G. Peer Assistance Teams

1. At the beginning of each school year, three Peer Assistance Leaders (PALs) shall be identified at each school building. PALs shall be trained with the expense being shared equally by the Board and the GFT. The PALS and the training provided shall be chosen by a committee consisting of the Superintendent, Jr./Sr. High School Principal, Elementary Principal, GFT President, and two additional teachers chosen by GFT.

2. Teachers may be identified as needing peer assistance by administrative referral or may request assistance in order to accomplish improvements suggested by the administrator, as identified after the first round of observations in an evaluation year. Any teacher in danger of non-renewal shall be assigned to a PAL immediately after the first round of observations.

3. A PAL shall be assigned to a teacher in need of assistance by the selection committee (see #1 above). A supplemental contract shall be issued, subject to the superintendent's recommendation and Board approval.

4. The PAL shall meet with the administrator and the teacher to discuss needed improvements and to develop an action plan.

5. The administration shall provide a substitute teacher for the PAL to observe the teacher as agreed to by the administrator and the PAL.

6. The PAL and administrator shall observe the teacher during the same observation at least once during the second round of observations.

7. The PAL shall provide documentation of steps taken toward accomplishing the action plan which shall become part of the final evaluation.

H. Building Leadership Team

1. Purpose

The purpose of the Building Leadership Team shall be to develop building level practices and procedures to support the implementation of best educational practices and use of the OLAC reference guide to further define the role of the BLT. The BLT shall share leadership to make decisions including but not limited to the following areas:

- Issues relating to staff morale,
- Scheduling and textbook rotation,
- Improving student discipline,
- Instructional programming,
- School operations that impact instruction,
- Safe and orderly school environment,
- Expectations that affect the daily working conditions of the teachers,
- Implementation of the school improvement plan (SIP),
- Areas defined in the OLAC Reference Guide Leadership Development Framework,
- Other issues brought to the team by either an administrator or a member of the team.

2. Composition

The composition of the BLT shall include the principal, assistant principal (if applicable), a GFT worksite leader, and a teacher representative from each team. All teachers shall be assigned to a team. Each team shall select their representative. In addition, the BLT may include community members and other stakeholders as advisory members. Community members and other stakeholders shall be recruited through joint efforts of the administration and the Federation.

3. Decisions

The BLT shall make decisions using the consensus model. The Board and the Federation agree to seek and to provide appropriate training. Also, the parties are committed to providing additional assistance to any BLT having difficulty working together.

The BLT may appoint subcommittees to assist in carrying out its responsibilities, including practices and procedures related to its purpose;

however, the BLT must act upon any recommendations from subcommittees before implementing the subcommittee's recommendation.

All practices and procedures established and implemented by the BLT shall be consistent with the terms and conditions of the Collective Bargaining Agreement.

4. Meetings

Each BLT shall submit a calendar to the superintendent. The submitted calendar shall identify the dates the BLT will meet. All BLT's shall meet at least monthly.

The principal and teacher co-chair shall jointly prepare an agenda for meetings. The agenda shall be distributed to all teachers and staff by the teacher co-chair at least 24 hours prior to each regular meeting. Minutes shall be taken and distributed to all teachers no later than five working days after the BLT meeting. Minutes shall include all decisions made by the BLT.

I. District Leadership Teams

1. Purpose

The purpose of the District Leadership Team (DLT) shall be to develop district level practices and procedures to support the implementation of best educational practices and use the OLAC reference guide to further define the role of the DLT. The DLT shall share leadership to make decisions included but not limited to the following areas as defined in the OLAC Reference Guide Leadership Development Framework:

- Data and the decision-making process,
- Focused goal setting process,
- Instruction and the learning process,
- Community engagement process,
- Resource management process, and
- Board development and governance process.

In addition, the DLT will review decisions made by the Building Leadership Teams.

2. Composition

The composition of the DLT shall include the superintendent, other administrators as appointed by the superintendent, the GFT President, and all members of each BLT. In addition, the DLT may include community members and other stakeholders as advisory members. Community members and other stakeholders shall be recruited through joint efforts of the administration and the Federation.

3. Decisions

The DLT shall make decisions using the consensus model. The Board and the Federation agree to seek and to provide appropriate training. Also, the parties are committed to providing assistance if the DLT has difficulty working together.

The DLT may appoint subcommittees to assist in carrying out its

responsibilities, including developing practices and procedures related to its purpose; however, the DLT must act upon any recommendation from subcommittees before implementing the subcommittee's recommendation.

All practices and procedures established and implemented by the DLT shall be consistent with the terms and conditions of the Collective Bargaining Agreement.

4. Meetings

The superintendent and the GFT president shall set meetings for the DLT. The DLT will meet at least quarterly. The superintendent and GFT president shall jointly prepare an agenda for meetings. The agenda shall be distributed to all teachers and staff by the GFT president at least 24 hours prior to each regular meeting. Minutes shall be taken and distributed to all teachers no later than five working days after the DLT meeting. Minutes shall include all decisions made by the DLT.

J. Class Size

When class sizes exceed twenty-six (26) students, the Building Leadership Team will meet to discuss options and possible solutions. If possible solutions impact the other building, the District Leadership Team will meet to discuss options and possible solutions.

ARTICLE X
Seniority

A. Definition

1. Seniority shall be defined as the length of continuous service from the first day worked as a teacher of Georgetown Exempted Village Schools under a regular teaching contract.

2. Part-time teachers shall only have seniority as it relates to other part-time teachers.

B. Seniority Modifications

1. Seniority will not be interrupted by authorized leaves of absence.

2. Teachers who leave the bargaining unit for any reason and later return to the bargaining unit shall accrue seniority as of the date of the return and/or re-employment.

3. Teachers who are laid-off, and recalled shall maintain their accrued seniority but shall not accrue additional seniority during the period of layoff.

4. A seniority list shall be maintained by the Board showing the seniority of each member of the bargaining unit. Such list should be made on or about October 15th of each year with a copy being given to the union and posted on the bulletin board in the Teachers' workrooms. Within thirty (30) days after the receipt of the seniority list, the Board and GFT will meet to resolve any errors in the seniority list. Fifteen (15) days after the meeting or at the end of the thirty (30) day time period above, whichever is sooner, the parties agree that the seniority list

is valid and accurate and waives raising the issue of the accuracy of the seniority list in any future proceeding until the next seniority list is created on or about October 15.

5. Teachers shall continue to accrue seniority as long as they occupy a position within the bargaining unit.

6. If two or more teachers have the same length of continuous service, seniority will be determined by:

    a. The first contract day worked within the district.

    b. The date of the Board meeting at which the teacher was hired, and then by

    c. The date the teacher signed his/her initial limited contract in the district,

    d. The last four digits of the teacher's social security number. The higher number shall have more seniority, and then,

    e. A flip of the coin.

ARTICLE XI
Reduction in Force

A. Definition

1. A reduction in force may occur for the reasons set forth in O.R.C. 3319.17 as well as for curriculum changes and/or financial reasons.

2. A teacher whose contract is suspended shall retain the right to be placed on the recall list as provided in C below and shall distinguish him/her from members of the bargaining unit who are terminated for any other reason.

B. Suspension of Contract

When the Board of Education determines it necessary to reduce the number of certified staff positions, the following procedures shall apply:

1. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for the employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish the necessary reduction.

2. Reductions needed beyond those available by attrition will be made by non-renewing or suspending contracts. The contracts to be non-renewed or suspended will be chosen as follows:

    a. All teachers in the bargaining unit will be placed on seniority lists in each teaching field for which they are certificated.

    b. Reductions in any area of certification will be made from the bottom of the seniority list for that area of certification.

c. Factors other than seniority may be used to determine those affected by a reduction in force if it is clearly demonstrated by the Board that the use of such a factor is necessary to achieve a recognized educational goal that could not be met by strict adherence to seniority.

3. Any teacher whose contract is to be suspended shall be advised of such decision within thirty (30) calendar days prior to the effective date of suspension of the contract, and further advised that the reason for his/her discontinuation is not due to dissatisfaction with his/her services.

C. Recall

1. Teachers whose contracts have been suspended shall be placed on the recall list by the certification from which they were laid off and shall receive preference to positions for which they are qualified and certified over other applicants. Teachers whose contracts have been suspended will lose their right to restoration effective twenty-four (24) months after the effective date of the lay-off or if they

   a. Resign,

   b. Fail to accept a position offered for which they are qualified and certificated,

   c. Fail to respond, in writing, within ten (10) days after receiving notice of recall by registered or certified mail. and/or

   d. Accept a contract with another school district.

2. It shall be the responsibility of the teacher to keep an updated address on file with the treasurer.

ARTICLE XII
Leaves

A. Sick Leave

1. Use of Sick Leave

   a. Sick leave is applicable for absence due to:

      i. Personal illness, injury, disability due to pregnancy or childbirth, period of quarantine required by exposure to a contagious disease that could be communicated to others.

      ii. Illness or injury of the teacher's family member.

      iii. Death of a Teacher's family member.

      iv. For the purpose of sick leave usage, family member shall be defined to include you, your spouse, son, daughter, sister, brother, parent, aunt, uncle, nephew, niece, in-laws, grandparent, or any other person living in the same household unit, no matter what the degree of relationship.

   b. Sick leave shall be used in one quarter, one third, one half, or whole day increments. Day(s) of absence shall not be paid sick leave day(s) when the unit member does not use

sick leave for the purposes as prescribed above or has not properly followed the notification procedure in A4 and A6.

2. Sick Leave Entitlement

A teacher employed by the Board shall be entitled to accrue up to fifteen (15) days of paid sick leave per contract year. Part-time teachers will be credited and charged sick leave on a pro-rated basis according to their percentage appointment. Teachers will not accrue sick leave during the period of time they are on unpaid leave. Unused sick leave shall be cumulative up to two hundred ten (210) sick days or to the number equal to the regular teaching contract plus supplemental extended days, whichever is greater.

3. Documentation

The Board shall require a teacher to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. For absences of three (3) or more consecutive duty days, the Board may require a statement from a doctor stating the specific medical condition of the teacher. If the teacher is taking care of a family member who is ill or injured for three or more consecutive duty days, the Board may require a doctor to certify that the teacher's absence is necessary for direct care to the family member. Falsification of a statement is grounds for suspension or termination of employment.

4. New Teacher Advancement and Credit

a. New teachers shall have all accumulated sick leave days earned in other public employment in Ohio to a maximum or one hundred twenty (120) days transferred to the district, provided that employment with the Board takes place within ten (10) years of the last termination from public employment. Proof of sick leave credits must be in writing from the public employer.

b. Each newly hired full-time teacher employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of up to five (5) days of sick leave each year, to be charged against the sick leave he/she subsequently accumulates.

5. Notification and Substitution

a. Teachers shall notify the Administrator and/or his/her designee of the teacher's absence on a daily basis two (2) hours prior to the teacher's starting time, unless it is impossible to do so.

b. The Administrator and/or his/her designee will attempt to arrange for substitute coverage. The ill teacher will not be required to cover his/her assignment if a substitute is not available.

B. Personal Leave

1. Personal day

Three days of paid personal leave shall be granted to a teacher.

2. Notification

a. Personal leave shall be requested forty-eight (48) hours in advance of the desired date.

b. In the event of an emergency, the written request period may be waived by the Superintendent.

c. Any personal leave requested within the first five or last five days of school or preceding or following a holiday or break will require a written request to the Superintendent.

d. No more than four teachers per building will be permitted to take the same personal day unless approved by the Superintendent.

3. At the end of each school year, teachers shall receive $100 for each full unused personal day or may convert unused personal days to sick days at 100% conversion rate. Partial personal days will not be compensated or converted.

C. Family Leave

Family leave will be granted in accordance to the provision of the Family and Medical Leave Act of 1993.

D. Jury Duty

1. Jury Duty Leave shall be granted to a teacher reporting for jury duty. If a salary is paid for this jury duty, the money or check will be turned over to the treasurer and a regular salary check will be issued to the teacher.

2. While on jury duty, teachers are required to report daily their schedule for the following day, and must report to work when excused for a day or part of a day or suffer loss of pay. Any jury duty leave will not be charged against any other leave and will count as time on the job.

3. Teachers must submit to the Superintendent a record from the county of the number of days served.

E. Georgetown Federation of Teachers (GFT) Leave

The President of GFT and/or his/her designees who are delegated or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers, or the AFL-CIO, shall be granted collectively a maximum of sixteen (16) days release time per year leave, with full pay to attend such functions. Such leave shall be granted only upon the request of the GFT President fifteen (15) days prior to the leave date. GFT will compensate the district at the established substitute rate after the eighth day of a substitute teacher being employed to cover for GFT leave.

Upon written request by the Federation, the Board shall grant leave of absence to any GFT member elected or hired for a full-time position with the Federation's state or national affiliates. For an elected position, the request shall be honored indefinitely, if the Federation so desires. For a member hired for a position, the request shall be honored for up to four years, if the Federation so desires. Benefits and leaves shall be granted to the Federation President as other bargaining unit members, and seniority shall continue to accrue. The Federation shall reimburse the Board for salary, medical, dental, term life benefits, retirement contributions paid on their behalf, and any other expenses related to salary and fringe benefit costs. Leave will be granted contingent upon receiving a written contract from the Ohio Federation of Teachers and/or the American Federation of Teachers.

F. Professional Leave

1. The teacher may request the use of professional leave from the building administrator. The building administrator will make a recommendation to the Superintendent as to whether to approve or deny the day. The Superintendent may either approve or deny the request for professional leave at his/her discretion. The following guidelines will be used when determining whether to approve or deny the day:

   - Does the activity apply to the individual's IPDP?
   - Does the activity apply to the building or district CIP?
   - Does the activity apply to current teaching or supplemental duties?
   - Are funds available to cover the costs?

2. The teacher's actual expenses shall be reimbursed in the following manner:

   a. Registration fees shall be paid by the Board, provided that the teacher completes a purchase order prior to the meeting. The purchase order must be completed and sent to the superintendent in a timely manner.

   b. Actual costs of in-state hotel accommodations to a maximum reimbursement of $90 or the conference per night.

   c. Actual cost of meals will be reimbursed up to a maximum of $27.50 per day. No alcoholic beverages will be reimbursed.

   d. Actual in-state travel in which the teacher uses his/her own personal vehicle will be reimbursed at the rate approved in the salary schedule.

   e. Itemized Receipts will be required for the reimbursement of the above actual expenses.

G. Assault Leave

1. A teacher may be granted assault leave in the event that said teacher is absent due to physical disability resulting from an assault by a student or his/her parent that occurs in the course of Board employment. In no event shall assault leave extend beyond five (5) consecutive working days. Assault leave will be granted upon the bargaining unit member meeting the following conditions.

   a. An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the bargaining unit member and a licensed physician of the Board choosing that attests to the teacher's disability and expected return to work.

   b. Prior to the teacher's return to work or the expiration of the assault leave the Board may have the teacher examined by a doctor of the Board choosing to decide the teacher's fitness to return to work.

   c. The teacher agrees to cooperate in the prosecution and investigation of the person who assaults him/her by the local police authorities and prosecutor.

   d. If the teacher's disability extends beyond the five (5) consecutive workdays provided, the teacher shall use sick leave for the remaining period of disability. If the teacher fails to

use sick leave for the remainder of the period of disability, the teacher will forfeit all payment for assault leave and reimburse the Board through payroll deduction for all assault leave used.

2. If a teacher becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

3. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned or leave granted under other leave policies adopted by the Board of Education. With respect to granting assault leave, the decision of the Superintendent is final.

H. Local Professional Development Committee (LPDC)

1. The LPDC shall be established along the guidelines of the ORC. The Committee shall be formed with the cooperation of the GEVS administration and the GFT. The rules and procedures as they affect the bargaining unit members will become appendix D of this document.

2. Teachers serving on the LPDC shall be compensated at the Board approved hourly rate.

ARTICLE XIII
Benefits and Compensation

A. Eligibility

A teacher who works fifteen (15) hours or more per week and is employed on a regular teaching contract will be eligible to receive benefits in accordance with this article.

B. Hospitalization

1. The Board shall make the current plan or plans offered by the Brown County Benefit Consortium or an alternative hospitalization plan available for the eligible teachers and their families in which to enroll. The Board shall pay 90% per month of the premiums and the teacher shall pay 10% of the monthly premium.

2. The board shall provide in lieu of health insurance a payment of $500, to be paid with the last paycheck of the contract year. Employees who choose this option shall notify the district by August 30th.

3. A husband and wife who work for the school district will be entitled to one of the following:
    1. Only one family plan where the Board will pay 95% per month of the premiums and the teacher shall pay 5% of the monthly premium.
    2. One family plan where the Board will pay 90% per month of the premiums and the teacher shall pay 10% of the monthly premium and one payment of $500.

4. Teachers will pay their monthly premium costs through payroll deduction.

5. The District will develop an insurance committee to meet quarterly and as needed to monitor and review the District's insurance program.

C. Dental Insurance

The Board shall make a dental plan available for the teachers and their families in which to enroll. For those who enroll, the Board will pay 100% of the monthly premiums. A husband and wife who work for the school district will be entitled only to one family plan.

D. Term Life Insurance

The Board will provide a $40,000 term life insurance to each teacher eligible for benefits.

E. 125 Plan

The Board will provide the 125 Program to each full time teacher.

F. Vision Insurance

The Board shall make a vision plan available for the teachers and their families in which to enroll. For those who enroll, the Board will pay 100% of the monthly premiums. A husband and wife who work of the school district will be entitled to only one family plan.

G. Payroll Deductions and Optional Benefits

1. The following deductions are required from a teacher's paycheck:

    a. Federal, state, and local income tax (when applicable).

    b. Employee's share of retirement contribution according to the current rate as set by law.

    c. Authorized absence not covered by paid leave.

2. The following voluntary deductions from a teacher's paycheck are approved by the Board:

    a. Teacher's contributions to the district's health insurance, life insurance, and dental insurance programs. Teachers on unauthorized or unpaid leave shall pay the cost of the benefits provided in this article either through payroll deductions or by a check paid directly to the Treasurer.

    b. The full cost of other insurance/annuity programs that are authorized and approved by the Board.

    c. Association dues deduction and COPE deductions, provided that at least five teachers participate on an ongoing basis.

    d. If the Board approves a credit union, the Board will deduct contributions from the employee's check.

H. Salary

1. The teachers shall be paid in accordance with the salary schedules in Appendix A. Part-time teachers shall be paid a pro-rated amount based upon their percentage of appointment.

2. Salary schedule placement for Bachelor Five-Years, Masters Plus 15, and Masters Plus 30 shall be based upon accumulated semester hours.

I. Distribution of Compensation

1. The first payroll date shall be established by the treasurer for each contract year. Salaries will be paid in twenty-six (26) installments.

2. Supplemental lump sums will be paid upon the full completion of the supplemental duties as verified by the administrator.

J. Supplemental Compensation

Supplemental compensation shall be paid in accordance with the salary schedules in Appendix B. When the Board establishes new supplemental positions under this contract, the Board will bargain salaries with the GFT/OFT.

K. Tuition Reimbursement

The Board shall allocate a sum of $10,000 per year for tuition reimbursement. The Board shall reimburse at the rate established by the LPDC for successful completion of graduate course which qualifies for licensure renewal or re-certification of the teacher. Successful completion shall be based upon official documentation from the institution attended. Administration of the tuition reimbursement program including development of policies and procedures will be the responsibility of the LPDC committee.

L. Attendance Bonus

Bargaining unit members who have perfect attendance during a semester of the school year shall receive an attendance bonus of $150. Bargaining unit members who miss no more than one day in a semester shall receive an attendance bonus of $50. Perfect attendance is defined as not using any personal days, sick days, FMLA leave, or unpaid leave. Professional days, workers' compensation days, jury duty leave, GFT leave, and assault leave will not disqualify a bargaining unit member from earning the attendance bonus. The attendance bonus shall be paid to qualifying bargaining unit members on the pay date covering the pay period which includes the last day of the semester.

M. Severance Leave

1. Severance pay will be a one-time, lump sum payment to eligible retired teachers. A teacher's eligibility for severance pay will be determined as of the final date of employment. All the below criteria must be met:

    a. The teacher retires from the Georgetown Exempted Village school system and retires from all other public employers who are under a state retirement system in which the teacher has retirement credit.

    b. The teacher must be eligible for disability or service retirement as the last date of employment.

    c. The teacher must within 120 days of the last day of retirement prove acceptance into the retirement system(s) by having received and cashed his/her first retirement check(s).

    d. The teacher must have not less than ten (10) years of service with Georgetown Exempted Village school district.

e. Prior to receiving a severance check, the teacher must attest that all eligibility criteria have been met.

2. The amount of the benefit due an employee shall be calculated by:

   a. Multiplying the teacher's accrued but unused cumulative sick leave up to two hundred ten (210) days by one-third**.**

   b. Multiplying the product times the per diem rate of pay appropriate for that teacher's placement of the salary schedule.

3. Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employee.

N. Retirement Incentive

A teacher who becomes eligible for retirement under the provisions of the State Teachers Retirement System (STRS) shall receive a $10,000 lump sum payment provided the teacher retires at the end of the school year in which the member first becomes eligible to retire. Eligibility categories are as follows:

1. 30 years of eligible service at any age
2. 25 years of eligible service and at least 55 years of age.
3. 5 years or more of eligible service credit and 60 or more years of age.

O. Hourly Rate

The Board approved hourly rate will be $20.00 per hour.

ARTICLE XIV
Contrary to Law

The collective bargaining contract shall supersede, to the extent permitted by ORC 4117.10(A), provisions of the Ohio Revised Code which are contrary to the express provisions of this contract.

If any section(s) of this contract is found to be in conflict with the federal or state law, by a court of competent jurisdiction and after all appeals have been exhausted, the parties shall bargain to place the contract in compliance with such court decision within thirty (30) days after such finding. Those remaining sections of the agreement not found in conflict with federal or state laws remain in full force.

ARTICLE XV
Complete Agreement and Duration

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Association and all prior agreements, either oral or written, are hereby canceled. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter or referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties all the time they negotiated or signed this Agreement.

The agreement shall be effective upon ratification by both parties and shall remain in full force and effect until midnight August 31, 2013. This contract attested to this _____23____ day of ____August_____, 2010, by and between the parties will bind the Board and GFT as agreed.

_____	_____
President, Georgetown Exempted Village Board of Education	President, Georgetown Federation of Teachers
_____	_____
Superintendent, Georgetown Exempted Village School District	Treasurer, Georgetown Exempted Village School District

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AGREEMENT BETWEEN

STATE EMPLOYMENT RELATIONS BOARD
2008 OCT 24 P 1:43

STEUBENVILLE CITY BOARD OF EDUCATION

AND

STEUBENVILLE EDUCATION ASSOCIATION

2008-2009 2009-2010 2010-2011

September 1, 2008 — August 31, 2011

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ARTICLE I

PREAMBLE AND RECOGNITION

PREAMBLE

The Board of Education of the Steubenville City School District and the Steubenville Education Association recognize that the pursuit and development of educational programs of the highest quality require the collective efforts and cooperation of the Board, the Administration, and the Association.

Since the parties share the goal and task of providing the best educational opportunity for all students, they must commit themselves to a working relationship that is based upon this common responsibility. The Board, the Administration, and the Association can best attain their shared objective and effectively discharge their respective responsibilities by processing all issues before them with careful study, by evaluating opposing opinions without bias or prejudice and by seeking fairness and equity in all results.

It is the purpose of this agreement to set forth a procedure for collective bargaining as provided for in Chapter 4117 O.R.C. and as developed and agreed upon between the parties, together with setting forth the understandings structured and concluded in such negotiations.

RECOGNITION

A. Recognition of the Association

The Steubenville Board of Education hereinafter "Board"/"Employer" hereby recognizes the Steubenville Education Association OEA/NEA, hereinafter the "Association"/"Union" as sole and exclusive bargaining representative, for the purposes of and defined in Chapter 4117 Ohio Revised Code, for all full time and regular part-time certificated personnel under written contract or on leave from the District. Unit members shall include, but not be limited to, classroom teachers (K-12, special and vocational) guidance counselors, retirees, librarians, media and program specialists, school nurses, department heads, elementary SFA facilitators, elementary curriculum committee members, half-time class size reduction teachers, and substitutes having more than sixty (60) consecutive days service. The union recognizes that the Superintendent, Assistant Superintendent, Program Directors, Principals, Assistant Principals, Cadet Principals, Administrative Assistants, Auxiliary Services Program Personnel, tutors, substitutes having less than sixty (60) consecutive days service and non-certificated personnel shall be excluded from the bargaining unit. The Board recognizes that Union representation will include any newly created certificated positions, other than those excepted above or if employment in such position is governed by Section 3319.02 of the Revised Code. After the 2008-2009 school year, there will be no joint teacher-principal positions in the district.

B. Recognition of the Board

The Association recognizes the Board as the legally constituted and elected body charged with the authority for operation and the establishment of policies in the Steubenville City School District and as the employer of all certificated personnel therein.

C. Recognition of the Superintendent

The Association and the Board recognize the Superintendent as the chief executive officer of the school district.

D. Recognition of Individual Rights

Subject to the exclusive recognition rights of the Association, the parties recognize that individual certificated personnel have the right freely to organize, to join, and to support any organization for his/her professional and/or economic improvement. Both parties further recognize that membership in any organization shall not be required as a condition of employment and that the Association shall not exclude any teacher from membership on the basis of sex, marital status, race, creed or national origin.

E. Substitute Position - Sixty (60) Days

Any substitute teacher who occupies the same assignment for sixty (60) consecutive school days will on the sixty-first (61) day, be paid a per diem based on his/her level of education at step zero (0) of the teacher's salary schedule. In addition, he/she will receive all insurances and sick and personal leave for the duration of that assignment. Sick leave will be earned 1 1/4 days leave per month and personal leave at the rate of one (1) day per three (3) months to be used as earned. Only earned sick leave from the particular assignment may be used. Other provisions of the negotiated agreement that apply to substitutes with sixty (60) consecutive days of service are limited to the following:

Grievance Procedures
Supplementals
Payroll Deductions
Pay Days
STRS Sheltered
Mileage
Conference and or Planning
Period Substitutes
Complimentary Passes
Assault Leave
Court Duty Leave
Personal Record File
Teacher Evaluation
Length of School Day
School Year
Building Meetings
Non-Teaching Duties
Notice for School Closing
Personal Property Security
School Telephones
Duty Free Lunch
Grade Books & Lesson Plans
Staff Attendance at, etc.
Disciplinary Support

F. Non-Discrimination Covenant in Professional Negotiations Agreement

Neither the Steubenville Board of Education nor the Steubenville Education Association shall discriminate against any bargaining unit member in terms of wages, hours, assignments, reassignments, layoffs, or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, sex, handicap, age, political affiliation.

ARTICLE II

CONTRACT NEGOTIATION PROCESS AND PROCEDURES

A. General Provision

1. Unless otherwise agreed upon by both parties, negotiations for a successor or extended Agreement shall begin at least sixty (60) days prior to the date of expiration of the existing Agreement, with a date and place for the first negotiating meeting to be agreed upon at least fifteen (15) days prior thereto.

2. On the occasion of the initial negotiating session, the parties shall exchange their respective written proposals. Additional or new items shall not be submitted by either party thereafter unless otherwise mutually agreed upon.

3. All negotiating meetings shall be held in executive session, unless otherwise agreed upon by both parties.

4. Upon the adjournment of each negotiating session, the agenda, time and place for the next session shall be established.

5. Should it be necessary to schedule negotiations during regular school hours, the members of the Association team shall be provided released time.

6. Upon reasonable advance request and at the cost of the requesting party, the parties agree to exchange and furnish to one another a copy of all materials, resources or information being used or relied upon by said party in the process of negotiations. Such provision will include all reports and/or documents required to be filed by the Board with State and/or County public officials.

A. General Provisions (Cont'd)

7. The parties mutually pledge that they will negotiate in "good faith" and that their representatives will be clothed with all necessary authority to submit proposals, to consider and respond to opposing proposals, and to develop an agreement which may be recommended to their respective memberships.

8. During the progress of negotiations and prior to impasse, neither party shall make any public progress reports or new releases on the negotiations.

B. Membership of Negotiating Teams

1. Each team shall be limited to four (4) members and/or appointees. Of the Board team, at least two (2) members thereof shall be either Board employees or Board members. Of the Association team, at least two (2) members thereof shall be members of the Association and certificated employees of the Steubenville City School District. Additional observers to the negotiations may be permitted if both sides mutually agree.

C. Matters Subject to Negotiation

Matters subject to negotiations shall be salaries, hours, and terms and condition of employment, together with the continuation, modification or deletion of any provisions of the existing agreement.

D. Caucus

Upon request of either party, negotiations shall be recessed to permit the requesting team a period of not more than thirty (30) minutes to caucus among its members and advisors.

In the event that the caucus requires more than thirty (30) minutes, the parties may mutually agree thereon.

E. Closing and Processing of Agreement

When the respective teams reach or conclude a tentative agreement on all matters before them in negotiation, that tentative agreement shall be reduced to writing, initialed by the members of the team, and then submitted for consideration to their respective memberships. The proposed agreement first shall be submitted to the Association for its consideration and action, and subject to being approved by the Association, it then shall receive prompt consideration and action by the Board. Upon adoption and approval by both parties, two originals shall be fully signed and executed, with one such original to be retained by the Board and one by the Association.

F. Impasse and Mediation

In the event that a proposed agreement has not been concluded within twenty (20) days prior to the expiration of the current contract, either party then may declare an impasse of negotiations. Upon declaration of such impasse, that party, or both parties in unison, may request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall seek to promote and/or develop an agreement between the parties, and shall have all necessary authority to call and schedule meetings between the parties for such purpose. Any and all costs and/or expenses charged by the Federal Mediation and Conciliation Services for its services, if any, shall be shared equally by the parties.

G. Failure of Mediation and Application of Section 4117.14(D) (2), Ohio Revised Code

In the event that the assistance of mediation is unsuccessful in developing an accord between the parties and producing an agreement, and should an agreement not be reached within ten (10) days of the expiration date of the existing agreement, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14 (D) (2) of the Revised Code.

H. Provisions of Contract

The provisions in this article shall supersede those set forth in 4117.14 (c).

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall be defined as a claim in writing by a bargaining unit member or by the Association that there has been a violation, misinterpretation or misapplication of this Agreement.

2. A "grievant" shall mean that teacher(s) or Association representative who with the permission of the teacher(s), files a written grievance.

3. An "Immediate Supervisor" is that Administrator having immediate supervision of the grievant.

4. "Days" shall mean working school days, unless otherwise specified.

B. Rights of the Grievant and the Association

1. The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.

2. On the occasion of the informal administrative conference, a grievant may appear on his own behalf and/or may be accompanied by any bargaining unit member. If the choice is to be accompanied by a bargaining unit member, the aggrieved party shall also be provided representation from the central office administrative staff at this level and any other level dealing with the grievance. In Steps I through IV,
the grievant may appear in person and/or with any representative of his/her choice.

3. The filing of a grievance shall not be recorded in the personnel file of the employee. Neither shall such fact be used in any recommendation for re-employment or other employment, nor shall the grievant, the Association nor its officers be placed in jeopardy or be the subject of reprisal or discrimination for having pursued the grievance procedure.

B. Rights of the Grievant and the Association (Cont'd)

4. If a grievance arises from the actions of an authority higher than the principal of a school, or if it affects a group or class of teachers, or it is concerned with system wide policy, the grievance initially shall be directed to and processed by the administrator who is vested with the authority and or responsibility to consider the issue.

5. Where the grievant prefers to retain exclusive personal control of his/her grievance, the Association will be notified and have the right to be present at the adjustment of that grievance.

6. During the term of this Agreement, no teacher organization other than the Association shall be permitted to represent any certificated employee in the grievance process.

C. Time Limits and Notice of Delivery

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures and the time limits may be extended in writing by mutual agreement of both parties. Absence of a party in interest automatically will provide a five (5) day extension.

2. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be waived and barred. Failure by the responsible Administrator at any step of these procedures to communicate his/her decision within the specified time limits automatically shall permit the grievant to proceed to the next step.

3. The grievant shall file a grievance within thirty (30) days of the alleged violation or the grievance shall be considered waived.

4. Compliance with time mandates as set forth herein shall be satisfied by hand delivery or certified mailing of the grievance notice, written disposition, or appeal within their required time period.

C. Time Limits and Notice of Delivery (Con't)

5. Grievances, notices, appeals and dispositions shall be deemed to be received one (1) day after hand delivery on the receipt postmark date, and if hand delivered, the signature of the official shall be recorded thereon.

6. Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend.

D. Informal or Preliminary Meeting with Immediate Supervisor

The employee first must meet with and review the problem with his/her immediate supervisor or administrator responsible for handling the problem. At this informal, both parties shall sign the Informal Meeting Form (Appendix A) to indicate that the informal meeting did take place. In the event that the employee is dissatisfied with that resolution and elects to make the matter a grievance, he/she then shall pursue and comply with the provisions of Step I, hereinafter.

E. **Grievance Filing and Process**

STEP ONE - If the grievance is not resolved by the informal procedure, it may be pursued further by submitting a completed Grievance Report (Appendix A) which must cite specific sections of the contract being grieved. A copy of this form shall be submitted to the immediate supervisor. Within seven (7) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or his/her representative. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, Association, and the Superintendent.

STEP TWO - If a grievant is not satisfied with disposition of the grievance in Step I, the grievant shall complete Grievance Form Step II, and submit same to the Superintendent within ten (10) days of his/her receipt of disposition of Step I. The Superintendent will follow the same procedures and time limits as set forth in Step One.

STEP THREE - If the grievant is not satisfied with the written disposition made in Step II by the Superintendent and within ten (10) days after his/her receipt thereof, the grievant shall complete Grievance Form Step III, and submit same to the Board President. The Board will meet with the grievant within ten (10) days after its receipt of such notice for the purpose of considering and reviewing such grievance. The hearing by the Board with the grievant shall be in executive session, unless otherwise required by law. Within ten (10) days after the hearing, the Board shall deliver its written disposition to the grievant, the Superintendent and the Association.

E. Grievance Filing and Process (Cont'd)

STEP FOUR - If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant (through the Association) may, within fourteen (14) days from the receipt of the Step III answer, request a hearing before an arbitrator by completing Grievance Report Form, Step IV. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Following receipt by the Superintendent of the grievant's request for arbitration, the grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the use of their voluntary rules. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract.

All expenses for the arbitrator shall be shared equally by the Board and the Association. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration, and shall not have any authority to rule contrary to Federal Law or any State Law which this contract cannot supersede.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.

ARTICLE IV

A. Association Rights

The Association shall have the exclusive rights as detailed below:

1. The Association shall have the right to transport mail from one school to another within the district by school mail. The Association shall have the right to place mail for distribution to staff in mail boxes within individual buildings.

2. The Association shall have the right to use school bulletin boards located within teacher lounge areas. The Association may use office bulletin boards in space designated for its use by the building administrator.

3. The Association shall have the right to payroll deduction of professional dues, and FCPE contributions.

4. The Board shall make available and timely provide the Association with a copy of the following:

a. Notice of all regular and special meetings.

b. All Board agendas and addendums.

c. Minutes of all regular and special Board meetings.

d. Complete June Treasurer's Report.

e. Final annual Budget and Appropriations Resolution.

f. Experience Grid.

A. Association Rights (Cont'd)

5. The Association shall have the right to discuss an item of business with the Board of Education providing the Association submits this request at least four (4) days prior to the regular or special meeting of the Board of Education, further providing that the item of business does not pertain to matters which are subject to the Grievance Procedure, nor Agreement. This request shall list the topic to be presented and be forwarded to the Superintendent, who shall cause it to be added to the agenda and become an item of business for consideration by the Board of Education. The Board reserves the right to assign to executive session those topics that deal with personnel, negotiations or other matters pursuant to the Ohio Sunshine Law.

6. The Association shall be provided with a list of names addresses, telephone numbers and building assignments of all professional personnel by October 15 of each school year.

7. The Association shall receive a list of new teachers prior to the opening of school. The Association shall have the right to address staff members during a new staff orientation meeting.

8. An Association President may be excused from school for his or her conference period without a reduction in salary after notifying the building principal.

9. Association President will be permitted to do Association work during a conference planning period providing the said work does not interfere with a parent-teacher conference on other assigned duties or responsibilities of the President or any other bargaining unit member.

10. The Association shall have the right to represent bargaining unit members as outlined in the current contract.

A. **Association Rights (Cont'd)**

11. The Association shall have the right to address employees at any time after the work day as set forth in 13.

12. The Association shall receive any public record, upon request with charge.

13. Use of school buildings:

a. The Association shall have the right to use the school building for Association meetings after the teacher work day when the building is not in use for school purposes.

b. The Association will give the building principal a minimum of twenty-four (24) hours advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.

c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a direct result of Association meetings.

14. Transaction of Association Business:

Duly authorized representatives of Uniserv and its affiliates may transact Association business on school property at any time before, after or during the regular school day; provided however, that no such business shall be transacted on any class or duty time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities.

All visitors, including Association representatives must report to the building office during teaching hours before transacting such business and sign in with the building principal.

A. Association Rights (Cont'd)

15. Use of School Equipment:

The Association may use after the teacher workday school telephones, typewriters, ditto machines, mimeograph machines, copiers, audio-visual equipment, and computers provided they are not being used or are not required for any school business or activity. The Association will provide all their own supplies and shall promptly pay for any equipment damage caused by Association use and for all long distance calls and any tax attributable to the Association's long distance calls. The Association also has the right to use the public address system at the conclusion of the teacher workday.

16. Photocopy Fee:

All copies requested by the bargaining unit member or the Association pursuant to the terms of the Agreement shall be paid for by the requesting party at a rate of .25 cents per copy.

B. Management Rights

The Steubenville Education Association recognizes the Board as the locally elected body statutorily charged with the responsibility to manage, control and direct the operation of education in our City Schools. The Association recognizes that the Board shall exercise its rights and authorities to fulfill this responsibility as specified in the Ohio Revised Code.

C. Fair Share

1. Beginning June 1, 1987, each newly hired bargaining unit employee who is not a member of the Union shall, after sixty calendar days of Board approval of employment, be obligated to pay the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. Each bargaining unit employee who is a member of the Union as of June 1, 1987, thereafter must remain a member of the Union, with payroll deduction of dues, or shall be obligated to pay to the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become or remain a member of the Union, nor shall the fair share fee exceed Union dues covering the same period of time.

2. The Association's procedures regarding the collection of agency fees, and its rebate procedures, shall be in accordance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.

3. The deduction of an agency fee by the Board from the payroll check of the employee and its payment to the Association is automatic and does not require written authorization of the employee. The deduction shall commence January 15th and continue for twenty (20) consecutive pays.

C. **Fair Share (Cont'd)**

4. The Association shall defend, indemnify, including costs of defense and attorney fees, and save the Board, individual Board members, its officers, and its employees harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Article provided that:

a. The Board shall give a thirty (30) day written notice of any claim made or action filed against the employer by non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer on matters pertaining to indemnification;

c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and

d. The Board acted in good faith in an effort to comply with the fair share provision of this Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE V

A. Compensation

SALARY SCHEDULE 2008-09

STEP	BA DEGREE	B+ DEGREE	MASTERS DEGREE
0	28,328 1.000%	30,113 1.063%	31,897 1.126%
1	29,858 1.054%	31,699 1.119%	33,540 1.184%
2	31,387 1.108%	33,285 1.175%	35,183 1.242%
3	32,917 1.162%	34,872 1.231%	36,826 1.300%
4	34,447 1.216%	36,458 1.287%	38,469 1.358%
5	35,977 1.270%	38,045 1.343%	40,112 1.416%
6	37,506 1.32%	39,631 1.399%	41,755 1.474%
7	39,036 1.378%	41,217 1.455%	43,398 1.532%
8	40,566 1.432%	42,804 1.511%	45,042 1.590%
9	42,095 1.486%	44,390 1.567%	46,685 1.648%
10	43,625 1.540%	45,976 1.623%	48,328 1.706%
11	45,155 1.594%	47,563 1.679%	49,971 1.764%
12	46,685 1.648%	49,149 1.735%	51,614 1.822%
13	48,214 1.702%	50,735 1.791%	53,257 1.880%

Note: Step 17 is not indexed but will pay a flat dollar amount of $2000.00
Step 21 is not indexed but will pay a flat dollar amount of $2000.00
Step 25 is not indexed but will pay a flat dollar amount of $2000.00
Step 30 is not indexed but will pay a flat dollar amount of $1000.00

2009-2010 Salary Schedule

STEP	BA DEGREE	B+ DEGREE	MASTERS DEGREE
0	28,895 1.000%	30,715 1.063%	32,536 1.126%
1	30,455 1.054%	32,334 1.119%	34,211 1.184%
2	32,016 1.108%	33,952 1.175%	35,888 1.242%
3	33,576 1.162%	35,570 1.231%	37,564 1.300%
4	35,136 1.216%	37,188 1.287%	39,239 1.358%
5	36,697 1.270%	38,806 1.343%	40,915 1.416%
6	38,257 1.32%	40,424 1.399%	42,591 1.474%
7	39,817 1.378%	42,042 1.455%	44,267 1.532%
8	41,378 1.432%	43,660 1.511%	45,943 1.590%
9	42,938 1.486%	45,278 1.567%	47,619 1.648%
10	44,498 1.540%	46,897 1.623%	49,295 1.706%
11	46,059 1.594%	48,515 1.679%	50,971 1.764%
12	47,619 1.648%	50,133 1.735%	52,647 1.822%
13	49,179 1.702%	51,751 1.791%	54,323 1.880%

Note: Step 17 is not indexed but will pay a flat dollar amount of $2000.00
Step 21 is not indexed but will pay a flat dollar amount of $2000.00
Step 25 is not indexed but will pay a flat dollar amount of $2000.00
Step 30 is not indexed but will pay a flat dollar amount of $1000.00

2010 – 2011 Salary Schedule

STEP	BA DEGREE	B+ DEGREE	MASTERS DEGREE
0	29,473 1.000%	31,330 1.063%	33,187 1.126%
1	31,065 1.054%	32,980 1.119%	34,896 1.184%
2	32,656 1.108%	34,631 1.175%	36,605 1.242%
3	34,248 1.162%	36,281 1.231%	38,315 1.300%
4	35,839 1.216%	37,932 1.287%	40,024 1.358%
5	37,431 1.270%	39,582 1.343%	41,734 1.416%
6	39,022 1.32%	41,233 1.399%	43,443 1.474%
7	40,614 1.378%	42,883 1.455%	45,153 1.532%
8	42,205 1.432%	44,534 1.511%	46,862 1.590%
9	43,797 1.486%	46,184 1.567%	48,572 1.648%
10	45,388 1.540%	47,835 1.623%	50,281 1.706%
11	46,980 1.594%	49,485 1.679%	51,990 1.764%
12	48,572 1.648%	51,136 1.735%	53,700 1.822%
13	50,163 1.702%	52,786 1.791%	55,409 1.880%

Note: Step 17 is not indexed but will pay a flat dollar amount of $2000.00
Step 21 is not indexed but will pay a flat dollar amount of $2000.00
Step 25 is not indexed but will pay a flat dollar amount of $2000.00
Step 30 is not indexed but will pay a flat dollar amount of $1000.00

B. Supplemental Salaries

All supplemental positions shall be computed on a percentage of base salary schedule.

POSITION	SALARY
1. ACADEMICS	
Adult Basic Education Teacher, Home Instruction Teacher, Summer School	**$15.00**
Department Heads Grades 7-12	**9%**
Elementary Curriculum Committee Chairperson	**9%**
Guidance Counselor - Middle School	**10.5%**
Guidance Counselor	**10.5%**
After SchoolTutoring, Homework Help, Latchkey	**$15.00**
SPECIAL EDUCATION STIPENDS	
Developmentally Handicapped	**8%**
Preschool Handicapped	**8%**
Specific Learning Disability	**8%**
Multihandicapped	**8%**
Severe Behavioral Handicapped	**8%**
Hearing Impaired	**8%**
Orthopedic Health Impaired	**8%**
Speech and Hearing Therapist	**9%**
Substitute Teacher	**$75.00**

Beginning January 1, 2002, all newly hired special education teachers will not be entitled to the special education stipend. All special education teachers currently receiving the stipend will not be involuntarily transferred out of a special education teaching position.

POSITION	SALARY
2. ATHLETICS	
Athletic Director	21.0%
Athletic Trainer	13.0%
Elementary Sports Coordinator	7.0%
Faculty Manager	8.0%
Football Assistant Coach-High School and Fitness (3 months)	13.0%
Football Head Coach, High School	30.0%
Football Head Coach, Middle School	17.0%
Football High School Asst. Coach - 2nd Assign. Head Track/Head Baseball/Head Wrestling/Head Basketball	23.0%
2nd Assignment: Not Head Coach	21.0%
Head Baseball, Head Basketball, Head Wrestling, Head Softball	13.0%
Head Coach High School (Excluding Football, Basketball, Baseball, Wrestling, Softball)	7.0%
Asst. Coach (Non Football) - 2nd Assignment, High School	14.0%
Head Coach (Non Football) - 2nd Assignment High School	17.0%
Head Coach (Non Football) - 2nd Assignment Head Coach, High School	17.0%
Assistant Coach High School (Non Football)	5.0%
Middle School Coach (Three Sports)	16.0%

POSITION	SALARY
3. NON-ATHLETIC	
Band Director High School	**24.5%**
Band Director Middle School/Asst. High School Band	**11.0%**
Cheerleading - High School Girls Sponsor	**7.5%**
Cheerleading - Middle School Girls Sponsor	**4.5%**
Choir Director High School	**9.0%**
Choir Director Middle School	**4.5%**
Drama Coach High School	**7.0%**
Drama Coach Middle School	**3.5%**
Orchestra Director, High School/Middle School	**19.0%**
School Paper Advisor	**9.0%**
Yearbook Advisor - High School	**9.0%**
Yearbook Advisor – Middle School	**4.5%**

C. Supplemental Positions

1. All supplemental positions will be posted when vacated if the board determines to fill same. Interested bargaining unit members will be granted an interview for said position by the superintendent or designee.

2. The Association will receive advanced notice of the creation of any additional supplemental positions and shall have an opportunity to negotiate the salary of such position.

3. The failure of the Administration/Board to comply with the procedure for filling supplemental position set forth herein shall render any action of the Board based on such procedure invalid.

4. Any teacher initially hired by the Board and granted a supplemental contract for coaching, shall continue in that supplemental contract upon renewal of his/her teaching contract for the first four (4) years of employment, unless it is determined otherwise by the administration. Failure to apply for or a resignation from the supplemental position within this time period shall be sufficient reasons for refusal of employment in the system and shall be reason for non-renewal or

C. Supplemental Positions (Cont'd)

termination. Any such teacher shall have the option to receive a one (1) year waiver due to pregnancy, medical necessity, and/or becoming a parent of a newborn or adopted child. The employee shall notify the superintendent in writing of his/her intention to exercise this option prior to the beginning of the season for that supplemental coaching assignment.

5. The decision/reason of the administration concerning the filling of a supplemental position shall not be subject to the grievance procedure as set forth in Article III, except to the extent that the procedures in this section are not followed.

6. A supplemental contract shall be valid for no more than one school year, and shall automatically be non-renewed April 30 of the school year without further action or notice by the Board of Education. However Department Heads, the Elementary Curriculum Committee Chairperson and Head Coaching positions may be granted multi-year contracts. A multi-year contract shall automatically be non-renewed April 30 of the final year of said multi-year contract without further action or notice by the Board of Education in accordance with Article V (C) (6).

D. Extended Time

All teachers presently receiving extended time shall be paid at the per diem rate of the teacher, however, when the present teacher on extended time is replaced, the new teacher on extended time shall be paid on a per diem rate based on the State minimum salary.

Guidance counselors and the Director of Guidance positions shall be excluded from the provisions.

E. Salary Adjustment

When a teacher completes additional training which would qualify the teacher for a higher salary qualification, the Steubenville Board of Education will authorize salary adjustments. An official letter of credit from the college or university registrar and/or an official transcript presented to the Treasurer's office before September 20 or January 20 will enable the Treasurer to make the necessary adjustment with the next pay period. If a registrar statement is submitted, it must be followed as soon as possible by a certified transcript.

F. Experience Credit

All teaching personnel shall at the time of their employment be given public educational experience credit up to and including ten (10) years and as provided for in ORC 3317-13.

G. Payroll Deduction

1. The Board shall provide the following payroll deductions to members of the bargaining unit:

(a) Employees Credit Union

(b) Tax Sheltered Annuity

Any annuity company not currently in Steubenville City must have a minimum of ten (10) enrollees to qualify for payroll deduction.

(c) Professional dues

(d) Sick and Accident Insurance (Any new company not currently in the Steubenville City Schools must have a minimum of ten (10) enrollees to qualify for Payroll deduction.)

(e) The Board shall provide to bargaining unit members, Flexible Spending Accounts (FSA's) or a Section 125 Plan according to Federal Law. The FSA's will have a third-party administrator selected by the Board. Costs incurred by the third party administration of the plan will be deducted from any balance left in the FSA's at the end of the year. If there is no such balance, the Board shall pay the remaining costs of administration.

G. Payroll Deduction (cont'd)

Bargaining Unit Members are permitted to participate in the FSA/Section 125 Plan on a voluntary basis. The FSA's shall allow participants to specify up to a maximum amount of $1,000.00 to be deducted from the standard gross compensation pre-tax, and such monies may be designated towards health expenditures as permitted by law.

2. Request for professional dues deduction shall be made two (2) weeks prior to the commencement of such deduction which will begin with the first pay in November of each school year and the final deduction must be made by the last pay in June of the same school year.

3. These professional dues deductions will continue in equal installments through the last pay in June of the same school year.

4. After the work year begins, if bargaining unit employee leaves the employ of the district or initiates an unpaid leave of absence, the employer shall deduct the remaining annual deductions due to the union from the employee's final pay.

H. Pay Days

Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) equal bi-weekly pays.

I. S.T.R.S. Shelter

1. The Treasurer of the Steubenville Board of Education shall contribute to the State Teacher's Retirement system (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee beginning with the payroll of January 3, 1986. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

2. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

3. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up".

I. S.T.R.S. Shelter (Cont'd)

The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

7. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after January 3, 1986.

8. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

9. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the effective date of this provision.

J. Mileage

The Board shall reimburse teachers the current I.R.S. rate per mile for authorized travel in teacher's personal automobiles.

K. Retirement Payment

Certificated employees of the Board of Education for the Steubenville City School District whose retirement is received and approved by the State Teachers Retirement System of Ohio, within ninety (90) days of his/her last date of service with the District, shall be eligible for a lump sum payment at the rate of 25% of his/her accumulated sick leave to a maximum of sixty (60) days.

1. Eligibility for payment upon retirement is limited to one (1) such payment. In the event that such employee is re-employed by the Board, such employee is not eligible for further or additional compensation. Eligibility is further limited to those employees who have a minimum of ten (10) years of service with the District.

2. Payment upon retirement will be paid at the Bargaining Unit Member's per diem at the time of retirement in either a single installment or in two (2) equal installments, upon the choice of the bargaining unit member. The retiring bargaining unit member shall work with the Treasurer to determined when such payments (2) will be made. If the member elects to be paid in two (2) installments, the second installment shall be paid no later than January 31st in the calendar year following retirement.

3. The bargaining unit member may elect to have such payments made to a 403(b), Tax Sheltered Annuity, 457 plan or individual retirement account.

L. Conference and/or Planning Period Substitution

When a teacher is absent from his/her assigned teaching position, the administration shall make reasonable effort to secure a substitute to carry on the duties of the absent teacher.

Any bargaining unit member who is assigned to cover another teacher's class or part or all of the school day and such substitution results in the teacher having no planning period that day, the substituting teacher shall be compensated

L. Conference and/or Planning Period Substitution (cont'd)

therefore. No teacher will be required to assume part or all of another teacher's class, while they are teaching an already scheduled class. In no event shall a teacher be paid for more than one normal class period of substitution per day nor shall they be required to substitute for more than one normal class period per day. Compensation for such substitution shall be at a rate of $15.00 per hour or any part thereof. However, no teacher will be paid twice for the same hours under this provision or any other provision of the contract.

This provision does not apply to covering classes for the purpose of staff inservice training during the school day.

M. Complimentary Passes

Complimentary passes to school events shall be issued to those teachers who request one during the first month of school. The teacher will be required to sign in to obtain a complementary ticket at athletic events. The passes will be non-transferable. Passes will be collected if abused. Teachers may be asked at times to donate their time at school events.

ARTICLE VI

BENEFITS

A. Health Insurance

1. Health Insurance

The Board shall purchase, through a carrier licensed by the State of Ohio, Hospital surgical insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The full cost of the premium for such insurance and any increases thereof shall be paid by the Board; however, the bargaining member shall have the following calendar year comprehensive deductibles. No deductible shall be required for the preventative services covered in this agreement.

2. Specifications

100% of Covered Expense after the deductible has been met (with the exception of preventative services), incurred for any benefits listed below, up to the stated limits:

Non-Network Facility	The Board will pick up the cost of hospital services for non-network facilities provided the employee provides the district with a copy of the EOB.
Room and Board	The Hospital's most common semi-private room rate per day for 365 days.

Specifications (Cont'd)

Supplies and Services	The amount of Covered Expenses incurred.
Emergency Treatment	Within 72 hours after an accident.
Emergency Room	$50.00 copay for ER visits, waived if admitted
Kidney Dialysis	The amount of Covered Expense incurred
Doctor Calls	Amount of Covered Expense incurred for each day of hospital confinement for which a room and board charge is made, up to 120 days
X-ray and Laboratory Tests	The amount of covered Expense incurred

Preventative Services	Network	Non-Network
Routine Pap Test (one test per benefit period)	100% UCR	90% UCR
Routine Mammogram (one test/benefit period)	100% UCR	90% UCR
Routine PSA	100% UCR	90% UCR
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 & over; One each per benefit period)	100% UCR	90% UCR

Well Child Care services to age nine (limited to $500 maximum per benefit period):

	Network	Non-Network
Well Child Exam	100% UCR	90% UCR
Well Child Immunizations	100% UCR	90% UCR
Well Child Labs (To age 9)	100% UCR	90% UCR

3. Major Medical

Major Medical coverage shall be available through a carrier licensed by the State of Ohio at no less than current levels, except the prescription drug coverage will be available only through the prescription drug card as set forth in Section C. The Board of Education shall pay the full cost of the premium for major medical insurance.

Cash Deductible:	2008-09	2009-10	2010-11
Single Person Deductible	$100	$150	$200
Family Deductible	$200	$300	$400

3. Major Medical (Cont'd)

Payment Rates:	
Supplies and Services	90% except as listed below
Mental or Nervous Disorders	80%

In addition, the Payment Rate shall be 100% for all covered Expense incurred during the rest of the calendar year after the Coinsurance Limit for that year has been reached.

Coinsurance Limit	The Coinsurance Limit for an insured person is reached when $2,500 of Covered Expense payable at a rate less than 100% is incurred during a calendar year and the last three months of the preceding year. The Coinsurance Limit does not include the Cash Deductible.
Covered Expense Limits:	
Nursing Home Confinement	90% of UCR
Doctor's Treatment of Mental or Nervous Disorders	Shall not exceed 50 visits/year (Payment Rate of 80%)
Benefits Limits:	
Lifetime	$2,000,000 for all Covered Expense

4. Assistance with Insurance Claims

The District Treasurer's Office shall assist bargaining unit members when problems arise with the payment of claims covered by the District's insurance policy. Each bargaining member will receive a card outlining the procedure to follow for assistance.

5. Voluntary Insurance Benefits

a. Voluntary Waiver of Insurance

A bargaining unit member, who has insurance coverage through a spouse (outside of the school system) may choose, on a voluntary basis, not to be covered by the district's regular Hospitalization, Dental, and Prescription Drug insurances as provided for in sections A.1. through A.4. and sections B and C in this article. In lieu of such benefits the district shall pay each bargaining unit member a $1,800.00 stipend for each year the bargaining unit member chooses not to be covered by said insurances.

b. Re-enrollment Into the District's Regular Insurance(s)

A bargaining unit member as per section 6.a. and 6.b. above, who has voluntarily chosen not to enroll in districts regular insurances, as provided for in sections A.1. through A.4., and section C, may choose to change back to the district's regular insurance(s) at the beginning of any enrollment year. Notwithstanding the previous sentence, a bargaining unit member may opt to change back to the district's regular insurance(s) as soon as he/she becomes aware that insurance coverage is no longer being provided through a spouse. In such cases the district shall prorate the amount of the annual stipend on a monthly basis and deduct from the unit member's pay the remaining prorated amount divided by the number of pays remaining until the next insurance enrollment period.

B. Dental Insurance

Dental coverage shall be available to all bargaining unit members through a carrier licensed by the State of Ohio at no less than current levels. The Board of Education shall pay the full cost of the premium for dental insurance.

Cash Deductibles:	
Single Person Deductible	$25
Family Dental Deductible	$50

Exception. The Case Deductible is waived for Dental Covered Expense incurred on account of diagnostic and preventive care.

Payment Rates:	
Services and Supplies	80% except as listed below
Diagnostic and Preventive Care	100%
Dental Procedure which involves a prosthesis or gold restoration	70%
Orthodontics	60%
Covered Dental Expense Limits:	
Covered Dental Expense	$1,000 calendar year limit for payment, other then for orthodontics
Orthodontics	$1,000 Lifetime Limit
Diagnostic and Preventive Services and Supplies:	
Cleaning and scaling teeth	Not more often than twice in twelve months
Full Mouth X-rays	Not more often than once in three years
Bite-wing X-rays	Not more often than twice in twelve months
Routine Oral Examination	Not more often than twice in twelve months
Fluoride Application (up to age 19)	Not more often than once in twelve months
Space Maintainers and their fitting	

Emergency dental treatment for relief of pain on a day for which no other benefit, other than for X-rays, is payable.

C. Prescription Drug

Prescription drug shall be provided for all employees and their eligible dependents according to the specifications below:

	Generic	Brand Name
Retail:	$0	$15.00
Mail Order:	$0	$30.00

D. Life Insurance

The Steubenville Board of Education shall pay one hundred percent (100%) of a twenty-five thousand ($25,000.) term life insurance policy for all employees.

E. Insurance Provisions

All bargaining unit members will receive copies of insurance policies and plan descriptions of each of the insurance coverage provided in this contract. Requests for individual copies should be directed to the Treasurer's Office.

F. Sick Leave Provisions

1. Provisions

All certificated personnel of the Steubenville City Schools shall be permitted to accumulate two hundred forty (240) sick leave days for the length of this contract at the rate of fifteen (15) days per year.

Employees may use sick leave upon the approval of the superintendent for absence due to employee's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others.

Sick leave may also be used for serious illness, injury or death of the employee's immediate family, subject to a maximum of five (5) days for any one illness. The immediate family shall be defined to include: mother, father, sister, brother, husband, wife, children, step-parent, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, aunts and uncles.

2. Policies Governing Absence Due to Illness or Death

a. Absence from Duty Due to Employee's Illness

School employees shall immediately notify the proper school official of absence due to illness so that substitute service can be promptly arranged.

Employees who have been absent from duty shall notify the proper school official of absence due to illness so that substitute service can be promptly arranged. Employees who have been absent from duty shall notify the building principal of the intention to return to duty on the day prior to their return.

Employees, upon return to duty following an absence of five (5) or more consecutive working days, may be required to present evidence of being under the care of a physician.

b. Absence from Duty Because of Death in Immediate Family

Employees having a death in the immediate family may be granted a maximum of five (5) days leave for any one death. Such leave shall be allowed only if the employee attends the funeral of deceased and/or renders assistance to the immediate family of the deceased. In the event sick leave days are exhausted, an employee shall be granted five (5) days leave for each absence due to death in the immediate family.

3. Extension of Leave of Limitations

The Board recognizes extenuating circumstances for reasons of immediate family illness or death may take place. Sick leave may be extended by the superintendent for good cause shown, to a maximum of double the stated limitation.

4. Initial Contract Award

Each regularly employed teacher shall, upon being awarded his initial contract, be granted five (5) days of sick leave to be accumulated during the first four months of employment. However, such leave hereunder will not be considered vested and any use will be deducted from such employee's final pay if he terminates prior to four (4) months of District service.

5. Transfer of Sick Leave

The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 124.38 of the O.R.C. or pursuant to this section, shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date of the last termination from public service.

6. Reporting and Computation of Leave Days

Each employee who returns from sick leave shall complete and file with his principal the required form covering the reason and circumstance of the leave. Falsification of this statement is grounds for suspension and termination of employment under sections 3319.081 and 3319.16 of the O.R.C.

7. Unused Sick Leave

Unused sick leave shall be reported on each paycheck.

G. Personal Leave

The Board will grant three (3) days personal leave annually, not cumulative and restrictive to include only reasons of personal business or legal matters which cannot be conducted at times other than during the school day. The employee will state either personal business or legal matters on the required form.

Personal leave cannot be used on a day preceding or succeeding a holiday or vacation. Personal leave will require a three days notice and the approval of the principal and superintendent. In cases of emergency, the three days notice may be waived by the superintendent.

When a teacher has accumulated 150 days of sick leave, two of the aforementioned (3) days shall be unrestricted personal leave granted on request. Such leave shall not be in addition to the restricted personal leave, nor be used on days preceding or succeeding a holiday or vacation. The three day notice shall be required, and may be waived in cases of emergency by the superintendent. Unused personal leave days shall be converted to sick leave at the end of the school year.

H. Pregnancy/Adoption Leave

a. Pregnancy Leave

1. Right to Leave

An employee who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy.

2. Application for Pregnancy Leave

Application for pregnancy leave should, when possible, be filed at least thirty (30) days prior to the beginning date of the leave. Such application may be amended as to the anticipated beginning and termination dates, at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by the filing of an amended application and a statement

H. Pregnancy Leave (Cont'd)

of the employee's attending physician. Such application for amendments of leave shall be approved by the Superintendent.

3. Time of Leave

Pregnancy leave may begin at any point of the pregnancy and continue through the disability connected with delivery. Pregnancy leave may be followed by parental leave.

4. Rights on Leave

Employees on pregnancy leave shall one (1) be recognized as full-time employees and treated as such for all fringe benefit purposes, for up to one (1) year; two (2) employees shall have the option of converting to sick leave.

5. Reinstatement Rights

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same position, salary steps and range to that held prior to the leave unless leave extends beyond one (1) calendar year. For leaves extending beyond one year, reinstatement shall be to the same or similar position.

b. Adoption Leave

A bargaining unit member who presents evidence that formal adoption of a child has been approved by a court of competent jurisdiction shall be entitled to a maximum of twenty (20) days of leave. Said leave shall be for the purposes of bonding between parent and child.

I. Parental Leave

An employee who becomes the parent of a newborn or an adopted child or the parents of a minor child who develops severe health problems shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of the birth, or the termination of pregnancy leave, adoption or the date of the beginning of the severe health problem.

I. Parental Leave (Cont'd)

Application for Parental Leave

Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

Time of Leave

Parental leave shall be for a period of up to one (1) year as defined on the leave application and may be extended for up to an additional one (1) year on the approval of the Superintendent.

Rights While on Leave

Employees on parental leave shall, if the carrier permits his/her expense may continue fringe benefits. Termination of this benefit shall take place when the employee fails to forward payments at the required time period.

Reinstatement Rights

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same position, salary steps and range to that held prior to the leave unless leave extends beyond one (1) calendar year. For leaves extending beyond one (1) year, reinstatement shall be to the same or similar position.

J. Sabbatical Leave

1. Sabbatical leave for each employee may be recommended by the Superintendent and such recommendation shall be approved by the Board of Education provided the following requirements have been satisfied by each employee:

a. The employee shall have taught in the Steubenville City School District for five (5) or more years. Subsequent sabbatical leave may be granted after a minimum of five (5) years of additional teaching in the Steubenville City Schools; and

b. The Sabbatical leave is for professional self-improvement and shall not be for a period of more than twelve (12) calendar months; and

J. Sabbatical Leave (Cont'd)

c. A planned program for sabbatical leave has been submitted to and approved by the Superintendent.

2. Each member of the bargaining unit on sabbatical leave shall receive the difference between his/her annual salary and the salary of the substitute teacher hired to replace him/her. The employee on sabbatical leave shall receive all other fringe benefits as they would have received if they had remained in their full-time teaching position.

3. It is understood that the employee has a professional obligation to return to employment in the Steubenville School District upon the expiration of the leave. If the employee fails to return, he/she shall begin to reimburse the Steubenville School District for all expenses of the sabbatical leave to include the Board's share of retirement (14%) within four (4) months and completely repay this amount within twenty -four (24) months.

4. No more than two (2) sabbatical leaves may be granted during any one school year.

K. Medical Leave

Subsequent to an employee exhausting his/her sick leave and upon filing a written request with the superintendent such employee shall be granted a one year leave of absence where personal illness or other disability is the reason for the request. A written statement signed by his/her physician must be submitted to the superintendent indicating that such request is in order. If the leave is granted, the Board shall continue to provide Hospitalization/Major Medical Insurance and the premium for such insurance shall be fully paid by the Board. Other insurance coverage's may be continued at the employees' expense, if the carrier permits. Termination of other coverages shall take place when the employee fails to forward payments at the required time period. When such employee notifies the

K. Medical Leave (cont'd)

board of his/her intention to return, a written statement by his/her physician will be necessary indicating that said individual is again physically and mentally capable of performing his/her duties. Upon return to service, he/she shall be given a position for which he/she is certificated or otherwise qualified.

L. Assault Leave

Assault leave shall be granted an employee who is absent due to physical disability resulting from an assault which occurs as a direct result of the performance of specific duties assigned by the administration and/or the Steubenville Board of Education and who complies with the following:

1. The employee is required to furnish a signed statement to justify the use of assault leave.

2. The employee must submit a signed certificate from a licensed physician stating the nature of the disability and its duration.

3. The Board reserves the right to require an additional physical examination at Board expense to substantiate need and duration of assault leave.

4. Should the physician's reports be conflicting, the Board and the individual teacher involved shall agree to an impartial physician to examine the employee and make final recommendations to the Board.

5. Assaulted Employees shall be eligible for and receive full pay and fringe benefits. Such leave shall not be charged against personal leave or sick leave.

6. Assault leave shall be limited to a maximum of 120 days.

7. Pay will be reduced by the amount of workmen's compensation collected.

M. Court Leave

1. The Board of Education shall grant court leave to any employee who:

a. Is summoned for jury duty by a court of competent jurisdiction;

b. Is subpoenaed to appear before any such court, or administrative body.

2. Such employee will be paid the difference between his/her regular salary and the remuneration he/she receives as a juror or witness.

3. Such leave shall be limited to a maximum of three (3) days.

4. Any employee who is appearing before a court in a matter in which he/she is a party may be granted personal leave time or leave of absence without pay. Such instances would include, but not be limited to: criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

N. Professional Leave

Reimbursement for attendance at professional meetings, conferences, or for school visitations in performing Board authorized business shall be according to the following terms and conditions:

1. A written request must be submitted to and approved by the Superintendent at least two weeks prior to the proposed meeting, conference or visitation.

2. Upon return, an expense form available in the Superintendent's office is to be submitted to the Treasurer listing the following reimbursable items:

a. Round trip mileage at the current I.R.S. rate per mile

b. Meals and lodging receipts limited to thirty-five dollars ($35.00) per day for meals and seventy-five dollars ($75.00) per day for lodging.

c. Meeting registration receipt required

3. If two or more persons from the District are attending the same meeting, conference or visitation they should travel together if at all possible. No person shall charge mileage to the District unless he or she actually does drive.

O. Leave of Absence for Professional or Other Purpose

The Board may grant a leave of absence for a one year period for the purpose of professional leave or other purposes. Such leave is without pay and fringe benefits.

To be eligible for said leave, members of the bargaining unit will submit a written request for said leave prior to July 10 of each year. The member will notify the superintendent of one's intent to return or not to return prior to July 10 following said leave upon subsequent request such leave may be extended for an additional year.

P. Association Leave

Officers and duly elected representatives of the Steubenville Education Association will be permitted to attend meetings of the N.E.A., O.E.A. and E.O.E.A. Such release days will be limited to a cumulative total of twelve (12) days in any school year. Any expenses incurred in such meetings shall be the responsibility of the Association.

Q. Contractual Obligations

An employee with contractual obligations has no right to expect that he/she cannot report to work as scheduled. Any unauthorized absence from school will result in loss of pay as well as a deduction of 1/20 of the monthly premium of Board paid hospitalization, major medical, dental, prescription drug and life insurance for each unpaid day of absence.

R. Attendance Incentive

Each full time bargaining unit member who has perfect attendance (no sick or personal days used) at the conclusion of each semester except for professional leave, court leave, and association leave, shall receive a bonus of two hundred dollars ($200.00) per semester. Such payment shall be made no later than August 1st following the conclusion of the school year.

S. Filling of Leave Created Vacancy

A position left vacant by any leave referred to in F through P of this article may be filled through the following procedure:

The Superintendent shall recommend for employment a professional for the remainder of said leave. The individual's salary shall be pro-rated at BA beginning salary level. This individual shall receive no fringe benefits and shall be excluded as a member of the bargaining unit. His or her employment shall be automatically terminated when the bargaining unit member returns from said leave or at the end of the school year unless terminated earlier by the Superintendent and the Board of Education due to unsatisfactory performance.

T. Family Medical Leave Act (FMLA)

Employees shall be entitled to all leave as specified under the Federal FMLA.

ARTICLE VII

JOB SECURITY

CONTRACTS

A. Teacher Limited Contracts

All certificated staff of the Steubenville City School District who do not qualify for a continuing contract shall receive limited contracts in the following sequence subject however, to the provision of Section 3319.11 Ohio Revised Code:

1st year - A limited contract of one (1) year

2nd year - A limited contract of one (1) year

3rd year - A limited contract of one (1) year

4th year - A limited contract of one (1) year

5th year - Limited contract for three (3) years

A teacher becoming eligible for a continuing contract shall be considered for continuing contract status only if he or she meets all requirements of the Ohio Revised Code by January 15th of each school year and the Superintendent has been notified of such compliance. The teacher will then be considered for continuing contract status at the regularly scheduled April Board of Education meeting of that same year, notwithstanding the fact that such teacher is employed under a multi-year contract which has not expired.

The issuance of continuing contracts shall remain the decision of the Board of Education based on the recommendations of the Superintendent.

B. Teacher Non-Renewal

1. Any teacher under a limited contract by the Board is automatically re employed unless he/she is notified that he/she is not to be re employed. Such notification of non-renewal must be made in writing on or before April 30, of the school year.

2. When the Board or any of its administrative agents deem that a teacher will be considered for non-renewal due to such teachers unsatisfactory classroom performance, such teacher will be entitled to the following procedure:

a. The principal or Superintendent or his designee shall notify the teacher on or before the last day of the first semester of school as to the concern(s) about such teacher's performance and provide the teacher with written recommendations for improvement.

b. The teacher's performance will be monitored in accordance with the written recommendations and an evaluation will be held after March 1st but before March 15th to discuss the teacher's progress. The teacher will be given written notification of areas in which performance continues to be unsatisfactory.

c. In the event the Superintendent and the Board of Education thereafter make a final decision against the renewal of a teacher's contract, a specific and written notice of non-renewal will be issued and delivered to the teacher on or before April (30) of the current school year.

d. The failure of the Administration/Board to comply with this procedure shall render such action invalid.

e. The Association representative will be entitled to be present at the meeting referred to in B1, herein above.

B. Teacher Non-Renewal (Cont'd)

3. The decision of the Administration to non-renew the first four limited teaching contracts shall not be subject to the grievance procedure as set forth in Article III, except to the extent that the procedures outlined in this section are not followed. The procedures set forth in this article regarding nonrenewal of limited teaching contracts shall supersede the procedures set forth in O.R.C. 3319.11 and O.R.C. 3319.111 and shall be the sole procedures utilized by the Steubenville City Schools.

4. After a bargaining unit member has been awarded his or her fifth contract, non-renewal shall be for just cause.

5. This section on non-renewal shall not apply to supplemental contracts or substitute teachers who become members of the bargaining unit.

C. Progressive Discipline

Discipline of bargaining unit members shall be for just cause and shall proceed according to the following:

1. Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the employee's personnel file.

2. Formal Procedure

a. Formal disciplinary action taken shall be commensurate with the employee's offense and shall include the following measures:

1. Written reprimand(s);
2. Suspension(s) with or without pay
3. Discharge (Only the Board of Education shall have the authority to discharge an employee. For continuing contract teachers, discharge procedures shall be those in O.R.C. 3319.16 and 3319.161.)

C. Progressive Discipline (Cont'd)

3. Due Process Procedure

Except in cases requiring immediate suspension, no employee shall be disciplined or discharged without first having been given due process in accordance with the following procedures:

a. Written Reprimand

An employee who receives a written reprimand shall be entitled to a conference with the Superintendent or his/her designee to discuss such disciplinary action. If requested, in writing, such conference shall be held within five (5) days after the request is received by the Superintendent and the employee shall be entitled to Association representation at the conference. Should the Superintendent or his/her designee determine that the written reprimand was inappropriate, such reprimand will be removed from the employee's file. For expungment consideration see Article VIII, A, 7.

b. Suspension or Discharge

Except in those cases requiring immediate suspension, no employee shall be suspended or discharged until he/she has had a conference with the Superintendent, or setting forth the allegations which, if substantiated, could result in disciplinary action. If an employee is subject to discharge, such fact shall be contained in the written notice. Such notice shall also include the time and place of conference to discuss the allegations.
The employee shall be entitled to Association representation at the conference.

c. Immediate Suspension

In cases of immediate suspension, written notice of allegation shall be presented to the employee immediately upon initiation of the investigation by the Superintendent or his/her designee.

c. Immediate Suspension (Cont'd)

Should the teacher be suspended, as a result of the investigation, a conference will be scheduled within twenty-four hours. The purpose of the conference will be to examine the charges that have led to the suspension.

d. Notification of Disposition

The employee and the Association President shall be notified by hand delivery, or certified mail, return receipt requested, of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

D. Reduction in Force

1. Reasons

Reduction in staff/force shall be made for the following reasons: decreased enrollment of pupils; return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the district, or any other reason authorized by Section 3319.17 of the Ohio Revised Code. Such reductions shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

Notwithstanding the previous paragraph, reduction in staff/force shall also be made for loss of grant money for Preschool teaching position(s) and state or federal grants issued after September 1, 2001, which provide for the hiring of new personnel specific to that grant or program. State or federal grants, programs, or positions and/or the re-titling of state or federal grants, programs, or positions that existed prior to September 1, 2001, shall not be subject to a reduction in staff/force due to the loss of state or federal grant money. Such reduction in said position(s) shall first be made through

D. Reduction in Force (cont'd)

1. Reasons (Cont'd)

attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

2. Suspension of Contracts

All teachers who are to be part of the plan, shall have their contracts renewed and the Board shall then proceed to suspend contracts for the reduction of staff. Contracts shall be suspended on the basis of seniority lists within the teaching field affected as per Ohio Revised Code 3319.17.

a. For the purpose of this sub-section, a teacher is deemed a "part of the plan", if the sole reason for dissolving employment relationship between the Board of Education and such teacher is a reduction of force.

3. Seniority

Seniority is defined as the continuous employment of a bargaining unit member with the district. Continuous employment shall include the time a bargaining unit member was on a Board approved leave of absence, in that, such leave shall not interrupt seniority, but time spent on such leave shall not count towards seniority. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment. Teachers with continuing contracts shall be deemed senior to all teachers on limited contract.

Seniority shall be determined by the date of the Board meeting at which a teacher was hired. If teachers involved have the same contract status and were employed on the same date, then the date of their respective application

3. Seniority (Cont'd)

to the school district for employment, shall be determinative. Should a tie still exist, it shall be broken by the flip of a coin.

Every teacher's name shall appear in order of seniority on a list of his/her areas of certification. Reduction in force shall then proceed based upon seniority and certification. A bargaining unit member who holds more than one certificate, and whose positions affected by a RIF, shall displace the least senior employee in an area for which both are certificated.

This list shall be maintained and updated on an annual basis and provided to the Association. This list shall be reviewed and posted in all buildings by October 31st of each school year. Members of the bargaining unit shall have thirty (30) days after posting in which to challenge or accept their position on the seniority list. The individual shall notify the Superintendent's secretary by phone if his/her placement on the seniority list is questionable.

4. Recall

Names of teacher whose contracts are suspended due to a reduction in force shall be placed on a reduction of force (RIF) list based on seniority and certification. When there is an opening, a teacher will be recalled based on seniority and certification held at the time contract(s) were suspended and shall be restored by the Board at the same seniority, salary and fringe benefits as he/she would have received if a reduction in force had not taken place, provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF list.

5. Availability for Recall

When a teacher's contract is suspended because of a reduction in force, the teacher's name will remain on the RIF list for a period of 24 months. The 24 months shall be from September 1 to September 1. The list must be available to the Association at all times.

If an opening occurs, the Board shall send a certified letter to all teachers certified for the position of their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher shall notify within (10) days from the date the letter is received to indicate his/her availability for such position. The Board shall reinstate that teacher indicating availability for such position who has the greatest seniority. If a teacher refuses regular full time contract employment, his/her name shall be removed form the RIF list. The provisions of this Article shall not apply to a substitute teacher who becomes a bargaining unit member.

ARTICLE VIII

TERMS AND CONDITIONS OF EMPLOYMENT

A. Personnel Record File

1. There will be established and maintained one (1) official personnel record file on certificated employees. This file will be maintained in the central office.

2. Personnel record files shall include some or all of the following: *Application for employment, including references (references are confidential and are not available to teachers.)

*Copy of the latest contract and/or salary notice

*Copy of teaching certificate

*Official transcript of college credits

*Reprimands and/or critical letters

*T.B. or X-ray results

*Record of military service

*Evaluation forms

3. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall indicate only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy. Failure on the part of the administration to follow the procedure shall result in the document's removal from the employee's personnel file. Further, such document shall not be used in any proceeding in which it otherwise may have been utilized. If the teacher refuses to sign the copy of the material to be placed in the file, the Superintendent

A. Personal Record File (Cont'd)

shall note such refusal in writing and the material will be placed in the personnel file.

4. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them which will become a matter of record.

5. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.

6. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the association may, at the teacher's request, accompany the said member in such a review.

7. Written reprimands except those leading to suspensions and/or critical letters or time of a disciplinary nature which do not concern serious misconduct shall be removed from the teacher's file providing that four (4) years have elapsed from the date of the document and provided there are no intervening reprimands, critical letters or disciplinary items during the four (4) year period. A complaint concerning the contents of teacher's file shall be processed exclusively through the grievance procedure.

8. Upon the request by the teacher and subject to he/she bearing cost thereof, said teacher shall be entitled to a photocopy of the contents of his/her personnel file excepting employment references which are labeled confidential.

B. Evaluation of Bargaining Unit Members

Procedure

A maximum of three (3) evaluations per work year will be made on bargaining unit members employed on a limited contract. Teachers attaining continuing contract status shall receive one (1) evaluation per work year. Should an area(s) in need of improvement be noted in a first evaluation a second evaluation shall take place during the school year. For a member of the bargaining unit who has deficiencies identified in his/her evaluation from the previous work year, such evaluation shall be completed by March 15. A member of the bargaining unit employed in the last year of a limited teaching contract shall also be evaluated by March 15. All other members of the bargaining unit shall be evaluated by April 30. Additional evaluations may be requested by the member of the bargaining unit.

All evaluations shall be conducted by the Superintendent, Assistant Superintendent, Administrative Assistant, Principal, Assistant Principal or Director of Program.

The performance of a member of the bargaining unit shall be evaluated in writing. Such evaluation shall be consistent throughout the District and recorded on the attached evaluation form (Appendix B), or alternate form developed by a committee of teachers, that must include association representation, and administrators. All evaluations of bargaining unit members shall be conducted openly and with the full knowledge of the teacher.

Within ten (10) working days following an evaluation of a bargaining unit member, a conference will be held between the teacher being evaluated and the Administrator who conducts the evaluation.

Procedure (Cont'd)

During the conference, the Administrator will provide and review his/her written report covering the classroom evaluation and observation(s). The report will cover all areas observed and evaluated by the evaluator and will include comments as may be applicable to both the strengths and weaknesses of the teacher. The report shall be made in triplicate with one (1) copy to be provided to the teacher, one (1) copy to be retained by the Administrator who made the evaluation, and one (1) copy to be filed in the office of the Superintendent. Each copy will be signed by the observed teacher, thereby acknowledging that the teacher is aware of the contents thereof. Such signature shall not necessarily indicate agreement with the evaluation. If the teacher differs with the content of the evaluation, he/she may respond in writing on the back of the evaluation form. Time will be provided for this purpose at the evaluation conference or such response shall be returned to the evaluator before the end of the school day.

In those instances wherein the written evaluation sets forth performance deficiencies, an opportunity and assistance to undertake correction and improvement will be provided to the teacher within ten (10) working days following the evaluation conference. This opportunity and assistance shall take the form of a nine (9) week improvement plan. A central office Administrator will assist in developing a nine (9) week improvement plan with the building level Administrator and the teacher being evaluated. The teacher may call upon the services of a curriculum committee member or department head to formulate the plan which shall be designed to develop objectives and/or strategies to improve the performance problem. Evaluations at three (3) week intervals will be provided to the teacher throughout the implementation of the nine (9) week improvement plan.

The parties agree that in order to improve the evaluation process, a Joint Evaluation Committee will be formed consisting of one (1) administrator from each of the elementary, middle school, and high school levels and the

Procedure (Cont'd)

Superintendent or his/her designee, and one (1) teacher from each of the elementary, middle school, and high school levels and the SEA President or his/her designee. The SEA President, upon approval of the SEA Executive Committee, shall appoint the teacher members to this Committee, and the Superintendent shall appoint the administrative members of the Committee. This Committee shall meet at least four (4) times during the 2008-2009 school year. Before the end of the 2008-2009 school year, the Committee will present a comprehensive evaluation process to both sides for ratification and implementation in the 2009-2010 school year.

Further, the evaluation of a bargaining unit member shall not be subject to the grievance procedure, except to the extent that the procedures in this session were not followed.

C. Length of School Day

1. The length of the work day for certificated personnel in the Steubenville City Schools shall be as follows:

High School & Middle School:

7 hours 10 minutes and shall start no later than 7:40 a.m. and be continuous from the time teachers are required to report.

Elementary Schools:

6 hours 55 minutes and shall start no later than 8:25 a.m. and be continuous from the time teachers are required to report.

2. Such work day shall be inclusive of lunch and planning periods.

3. All teachers shall be at their place of duty twenty (20) minutes before the beginning of school and remain twenty (20) minutes after school unless parental, student or school conferences and/or meetings are scheduled or emergency situations so dictate.

C. Length of School Day (cont'd)

If it becomes necessary to deviate from the above procedure, all teachers will report to their respective buildings at a time assigned by the building principal or superintendent within compliance with the length of the school day as outlined in #1.

D. School Year

The school year shall consist of 185 contract days. It shall be segmented in the following manner:

180 pupil contract days

1 staff clerical days

2 staff development days

2 parent conference days, which shall include 1 full school day and 2 evening conference periods, with 1 scheduled compensatory day.

No central office staff will hold meeting with staff on the semester break clerical days. Building level meetings on such days will be confined to 30 minutes at the beginning of the day.

E. School Calendar

Two representatives of the S.E.A. calendar committee shall meet with the Superintendent in early February to discuss and consider mutual concerns pertaining to a school calendar for the following school year. The final responsibility for school calendar development and modification will rest with the Superintendent of Schools.

F. Building Meetings

Building meetings which take place after school hours shall not occur more than once every two (2) weeks and shall not last longer than thirty (30) minutes beyond the staff's normal departure time. Such meetings, except for emergency meetings, shall provide twenty-four (24) hours notice to all employees affected.

G. Non-Teaching Duties

Bargaining unit members shall have input into the assignment of non teaching duties. However the final decision concerning the assignment of these duties, which will be made on a rotation basis for all staff members in the building, shall rest with the building principal. A bargaining unit member shall be scheduled for a maximum of two (2) duties per week, unless the member voluntarily agrees to work more than two (2) duties per week. A bargaining unit member shall not be scheduled to work more than one (1) duty on the same day, unless the member voluntarily agrees to do so. These scheduled duties include lunchroom duties, playground duties, bus duties and hall duties. This agreement applies only to elementary buildings that have a minimum of ten (10) teachers assigned to the buildings.

All full time traveling teachers shall be assigned the aforementioned duties at their home base school on a rotation basis by the building principal.

H. Notice for School Closings and Time for Reporting on Delayed Openings

A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the local news media for priority dissemination to students and teaching staff as well as prompt utilization of the "one-call" phone system for staff (i.e. prior to dissemination to the news media) or through a phone tree, if the "one-call" system contract is not continued. Teachers shall not be required to report for duty when the system or a particular building is closed as stated above; provided, however, that in any system or building closing wherein a twenty-four (24) hour advance notice is provided, the affected teachers may be assigned other duties at the discretion of the Superintendent of Schools. The decision of the Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise

H. Notice for School Closings and Time for Reporting on Delayed Openings (cont'd)

shall be communicated promptly to the local news media for priority dissemination to students and teaching staff. Teachers affected by the notice of a delayed starting time will report to their building twenty (20) minutes prior to the delayed opening of school. In the event of a delayed opening, a modified schedule will be implemented to provide planning time for all teachers. Such planning time shall be pro-rated to the length of the day.

I. Personal Security

The Board shall provide each Bargaining Unit Member with a locker or other storage area which can be locked to protect the member's personal belongings.

J. Traveling Teachers

The school year and school day shall be the same as for regular teachers. Traveling teachers will be provided with the same duty free lunch and planning period as other bargaining members.

K. School Telephones

School telephones are to be used for school related matters only as a general policy. The Board of Education recognizes that staff personnel may experience emergencies throughout the course of the school year. In these cases, staff shall have the right to the use of school telephones. An effort will be made to personally contact the teacher regarding emergency phone calls, as soon as possible after the call is received.

L. Duty Free Lunch

The building Principal or supervisor shall insure each employee with a thirty (30) minute, duty free, uninterrupted lunch period.

M. Grade Book and Lesson Plan

The Board of Education will provide Grade Books and Lesson Plan Books to instructional staff for use during the school year. It is the obligation of all employees to have plans and grade books current and available for use by substitutes. Principals and supervisors shall review these books periodically throughout the school year and shall return them to the teachers at the end of the school year. Copies of plans shall not be required of any teacher. Under no conditions shall previous year's lessons plans be used as current plans.

N. Staff Attendance at Community Support Programs or Activities

Building principals or supervisors shall inform and may encourage teacher attendance for parent or community support programs or activities but no teacher shall be required to attend.

O. Disciplinary Support

1. The Steubenville Board of Education recognizes that a teacher, in the course of exercising discipline in the performance of duties, may be subjected to unwarranted verbal abuse and/or physical intimidation by a student and/or parent. In the event of such occurrence, the building administrator shall conduct a full review of the incident and make a prompt report to the Superintendent of Schools.

Upon finding that such teacher was wrongfully and substantially aggrieved, the Administration will undertake proper and permissible disciplinary steps against the student and/or will seek corrective action from the offending parent. In the event that the aggrieved teacher should elect to file civil misdemeanor charges against the offending student and/or parent, and subject to the Administration concurring in the judgment that the gravity of the offense warrants such civil action, the Administration shall provide support to the teacher as may be reasonably requested.

2. A Discipline Committee comprised of administrators designated by the Superintendent and bargaining unit members designated by the Steubenville Education Association's Board of Directors shall be formed to develop and

O. Disciplinary Support (cont'd)

review student discipline problems of the district. The Committee shall be comprised of three administrators, three teachers, the SEA President, along with the Superintendent or his or her designee.

The Committee shall meet twice annually and may make recommendations regarding student discipline to the Superintendent. It is the responsibility of the Superintendent to inform the Board of Education of any necessary changes in disciplinary practices or procedures resulting from administrative and/or committee reports.

The District will develop a form to be used to expedite communication between the building principal and staff for the purpose of disciplinary support. These forms will be in operation by November 1, 2001.

3. Nothing in Section O diminishes the rights of a bargaining unit member under the law.

P. Planning Time

1. Each teacher will have no less than one hundred fifty (150) minutes student free planning time per five (5) day week, or the pro rate equivalent in weeks having fewer days period. Student Free Planning time shall be exclusive of parent conferences scheduled during the planning time.

2. Planning time shall be continuous during the school day while students are present and shall not be in less than thirty (30) minute time segments daily.

3. Part-time teachers shall receive the above allotted planning time on a pro-rata basis.

4. Parental conferences taking place during planning time will be arranged twenty-four (24) hours prior to the parental conference subject to emergency.

5. In Elementary buildings with public address systems, the principal or designee, will announce p.m. bus departures daily for staff members.

Q. Prohibition Against Public Criticism

The Steubenville Education Association and the Steubenville Board of Education recognize the importance of prohibiting public criticism of school system employees.

No criticism of a bargaining unit member, administrator or Board of Education member shall be made on the public address system, in the presence of a pupil or pupils, or directed in public meetings. All critiques shall be as confidential as is appropriate.

Violations of the aforementioned procedures on the part of a bargaining unit member, or administrator would justify implementation of the Progressive Discipline policy contained within the contract.

R. Vacancies and Transfers

The decision of the administration concerning filling of vacancies and transfers shall not be subject to the grievance procedure as set forth in Article III, except to the extent that the procedures outlined below are not followed.

1. Posting of Vacancies

a. A vacancy in a bargaining unit position shall exist when:

An employee dies, resigns, retires, terminates employment, transfers, is assigned or promoted; or when a new position is created pursuant to Article I.

b. The Superintendent will post through The Direct Line, a Central Office publication, and the District's website or through notice with the paycheck/paystub, notice of all vacancies which he intends to fill that occur in bargaining unit positions and supplemental positions. Such posting shall include: the position available; the certification/licensure necessary; deadline for application; and the effective starting date. It will not be necessary to post a position as vacant when the number of class sections change between grade levels and when there is no increase in staffing within a particular building. If the above class sections change between grade levels, teachers

within the building may request a specific grade level and the school to which the vacancy relates if applicable.

c. No vacancy shall be filled until after five (5) days from the date of posting the position. However, during the school year any position that must be filled for that school year the notice of vacancy shall be posted, but with a waiver of the five (5) days posting period.

d. No vacant bargaining unit position shall be filled with individuals outside of the bargaining unit, including the re-hiring of a retiree, until the position has been posted within the bargaining unit. Bargaining unit members who meet the qualifications stated on the posting will be granted an interview for the position.

e. If a vacancy arises after July 10, and until the first day of school the posting and advertising feature shall be waived.

2. Voluntary

Members who desire a change from their current position can indicate so by completing the Teacher Intention Form in March of each school year, or by completing the Voluntary Transfer Form (Appendix C) within five (5) working days from the date a vacancy is posted. Completing or not completing the Teacher Intention Form shall not restrict bargaining unit members from applying for posted openings at a later date.

Applicants will be given an opportunity to interview with the Superintendent or his designee for the position. All candidates shall receive notification of the decision within ten (10) days, after a decision is made.

In the filling of vacancies and reassigning staff, the Superintendent will consider qualifications and suitability of the assignment and the Superintendent will act in conformity with the Negotiated Agreement. After these primary considerations, the Superintendent may consider past assignments, system seniority and teacher preferences.

R. Vacancies and Transfers (Cont'd)

3. Involuntary

An involuntary transfer will take place only after a meeting with the superintendent of school or his designee. In cases involving involuntary transfer, the wishes of the individual will be reviewed. However, the assignment will be based on the best interests of the school system as determined by the Superintendent or his designee. Further, the teacher designated as the involuntary transferee shall be provided with written reasons for the transfer before the transfer occurs.

Prior to June 1st of each school year, each principal shall meet with any bargaining unit member for whom a change in assignment for the following school year, is probable.

A written notice of assignment shall be given to each bargaining unit member prior to July 31.

Any changes in assignment necessary following written notification will be subject to the involuntary transfer provision contained herein. Only unforeseen circumstances shall necessitate some re-assignment later than July 31.

The failure of the Administration/Board to comply with the procedure herein before set forth shall render such action invalid.

The decision of the administration concerning filling of vacancies and transfers shall not be subject to the grievance procedure as set forth in Article III.

A bargaining unit member can be involuntarily transferred only once during the term of this Agreement unless additional transfers are necessary and reasonable to meet the educational needs of the district.

S. After School Inservice

After school inservices will be attended by those teachers who choose to attend. Those in attendance will be paid $15.00 per hour for the duration of this contract. This does not include C.E.U. offered options.

T. Committees

a. Terms and Conditions

No bargaining unit member shall be assigned to more than two (2) committees initiated by the Superintendent or Central Office personnel, exclusive of curricular committees during the course of a school year. Bargaining unit members may be assigned more than two (2) committees with the permission of that bargaining unit member.

b. Advisory Committees

A Superintendent's Advisory Committee consisting of Board, Administration Staff, Community members and students shall meet on several occasions throughout each school year. The S.E.A. President and his/her appointee shall serve as a member of this committee.

The Superintendent and Central Office Administrator shall meet in October and May of each school year with the S.E.A. President and his/her assigned eight member committee to discuss mutual concerns and issues pertaining to the school system.

U. Local Professional Development Committee

The Local Professional Development Committee shall be established under the following guidelines:

1. The LPDC shall consist of five (5) members, three (3) selected by the SEA and two (2) appointed by the Superintendent.
2. The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as two (2) teacher members shall be appointed for a two (2) year term and one (1) teacher for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The Superintendent shall designate one (1) person for a two (2) year term and one (1) for a three (3) year term.
3. LPDC members shall receive a stipend of $1,200.00 for each year in which they serve the full year. LPDC members will be permitted one (1) excused

U. Local Professional Development Committee (cont'd)

absence or one (1) tardy in excess of fifteen (15) minutes. Subsequent infractions will result in a loss of pay at the rate of $100.00 per infraction.

4. Meeting space, file storage facilities and clerical help as needed shall be provided.
5. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the State of Ohio.

V. Class Size

The SEA and the Administration have agreed on the following class size goals to promote smaller class size to the greatest extent possible in the district.

1. Elementary class size goal – not to exceed an average of 24 students in the primary and an average of 25 students in the intermediate grades with an effort not to exceed 27 in any academic class or 40 in any activity class.
2. Middle School class size goal – average class size is not to exceed an average of 25 students with a maximum of 29 students in any one class period, or 40 in any activity class.
3. High School class size goal – Average class size is not to exceed an average of 27 students with a maximum of 29 students in any one period, or 40 in any activity class with the exception of music and P.E.

The progress toward goal achievement shall be monitored and evaluated at SEA/Administration meetings during the school year. Areas of concern where the goal is not being reached will be discussed and a remedial plan of correction will be implemented by the administration.

W. Number of Courses Assigned at the High School

It will be the goal of the administration that teachers at the high school level shall have no more than four (4) different courses per semester for which they must prepare. However, no teacher shall have more than five (5) different courses per semester for which they must prepare.

ARTICLE IX

A. Maintenance of Standards

Except as they may be in conflict with the law, the terms, conditions, provisions and benefits of employment as set forth in this agreement, together with any that hereafter may be provided by Administrative or Board directive, shall be maintained throughout the term of this agreement.

B. Severability

If any provision of this document or any application to the document to any bargaining unit member shall be found contrary to law by a court of competent jurisdiction then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

The parties shall meet within sixty (60) days by demand of either party, to negotiate the necessary changes to make the contract whole.

C. Tuition Waiver

Employees, who live outside the Steubenville City School system's boundaries, shall have the opportunity to enroll their children in the Steubenville City Schools. The employee will assume no tuition of the said student(s).

D. Latchkey Services for Employees

If a latchkey program is offered by the school district, members of the bargaining unit shall not be charged for latchkey services for their own children during one-half (1/2) hour before they are required to report for work and during one-half (1/2) hour after they are released from work.

E. No Reprisals

There shall be no reprisals of any kind taken against any bargaining unit member by reason of their membership in the Association or participation in any of its activities.

ARTICLE X

A. Rehiring Retired Teachers

For any bargaining unit member who retires under STRS and subsequently is re-employed in the district, the following terms and conditions relating to his/her employment will prevail:

1. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the STRS and is qualified by certification/licensure to be employed as a teacher in Ohio.
2. Where a teaching vacancy exists, the Board may consider and employ a Retiree after the position has been subject to Article VIII, Section R. Vacancies and Transfers.
3. A Retiree shall be paid the negotiated annual salary at Step 0 in the BA Degree Column according to the Salary Schedule that is in effect in Article V. There shall be no advancement beyond Step 0 for subsequent years of employment.
4. A Retiree shall receive a one-year limited contract, which shall expire automatically at the end of the term. Continuation of employment of a Retiree through offering new one-year limited contracts, which automatically expire annually, shall be at the election of the Board and upon recommendation of the Superintendent.
5. A Retiree shall accumulate and may use sick leave in accordance with Article VI, Section F of this Agreement, but is not entitled to severance pay under Article V, Section K. A Retiree shall be advanced ten (10) days of sick leave upon initial employment but he/she may accumulate not more than fifteen (15) days of sick leave for that year. Sick leave will not carry over into subsequent years of employment.
6. A Retiree will not be entitled to personal leave or personal leave benefits.
7. Retirees are members of the bargaining unit and shall be entitled to the rights, terms and conditions of the employment afforded to such members in this Agreement, unless expressly stated otherwise in this Article.
8. This language specifically supersedes the Ohio Revised Code.

B. Half-time Class Size Reduction Teacher

The half-time class size reduction teacher, hereinafter known as CSR Teacher will be employed in a one year half-time teaching position to be hired by the Steubenville City School System to reduce class size in the Elementary schools and other schools in the district. A teacher hired for this position shall work 210 minutes a day in the schools, compared to a 415 minute teaching schedule for a full time teacher. If additional teaching work (i.e. not including tutoring or subbing for another teacher) beyond the 210 minutes a day is necessary and/or found for any CSR, then such teacher shall be paid in accordance with the salary schedule in effect in Article V. Said teacher shall also receive all rights and benefits of this agreement. If the teacher is tutoring or subbing, she/he will be paid fifteen dollars ($15) an hour or ½ day substitute wages whichever is more for that particular work. The following terms and conditions relating to the CSR teaching position will prevail.

1. The CSR program is federally funded and the positions will exist only as long as the federal funds are available for this program.

B. Half-time Class Size Reduction Teacher (Cont'd)

2. A CSR Teacher shall be paid at .5 F.T.E. the negotiated salary at Step 0 in the BA Degree Column according to the Salary Schedule that is in effect in Article V.
3. A CSR Teacher shall receive a single insurance plan provided by the district. If a CSR teacher elects to not receive health insurance benefits through the district, due to being covered under a spouse's insurance, said teacher shall receive 50% of the voluntary waiver amount, as specified in Article VI(A) 6(b).
4. SEA dues will be based on OEA/NEA guidelines for Class Size Reduction teaching positions.
5. Each year the CSR teacher will be automatically non-renewed.
6. The CSR teacher will be evaluated and have the first opportunity to interview for full-time positions in Steubenville City Schools should they become open.
7. A CSR teacher shall be advanced ten (10) days of sick leave upon initial employment, but he/she may accumulate not more than fifteen (15) days of sick leave for that year. Sick leave will not carry over into subsequent years of employment.
8. If a Retiree is hired as a CSR teacher, Article IX, Section A will take precedence.
9. There shall be no more than eight (8) CSR Teachers working during a school year.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Steubenville City School District Board of Education ("Board") and the Steubenville Education Association ("Association") on this 14th day of August 2008.

The Board and the Association hereby agree on the following:

1. Reasonable efforts will be made by the school district administration to allow all teachers to have at least ten (10) minutes without students prior to the beginning of the school day.
2. Any problems that arise in the implementation of these efforts during the term of the 2008-2011 contract will only be considered by the parties during negotiations for a successor agreement.
3. This is the entire agreement between the parties on this matter.

Superintendent

Association President

Negotiating Team Member

Negotiating Team Member

Appendix A

INFORMAL MEETING

NAME:_____

DATE:_____

BUILDING:_____

ADMINISTRATOR:_____

DESCRIBE COMPLAINT:_____

_____

_____

_____

*SIGNATURES OF THOSE PRESENT AT MEETING:

_____	_____
Date	Signature
_____	_____
Date	Signature
_____	_____
Date	Signature
_____	_____
Date	Signature

*Signing this form only means that an informal meeting has taken place, and is not to be construed that the parties are necessarily in agreement over the complaint.

Appendix A

GRIEVANCE - STEP I

Grievance No._____

NAME OF GRIEVANT_____
DATE OF FILING_____

Building_____Assignment_____

Date of Event Giving Rise of
Grievance_____

Section(s) of Agreement Allegedly
Violated_____
(This Statement must address each of the specific provisions of the Agreement allegedly violated.)

Statement of Grievance:_____
_____
_____
_____
_____
_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Principal/Superintendent

SUBMIT COPIES TO:

1. Immediate Supervisor
2. Superintendent
3. Association President or Designee
4. Grievant

2. GRIEVANCE - STEP II_____
STEP III_____
Grievance No._____

Date Disposition Received at Step I_____

Reason for Appeal to Step II_____

_____

_____

_____

_____

_____ _____
Date Signature of Grievant

SUBMIT COPIES TO:
1. Immediate Supervisor
2. Superintendent
3. Association President or Designee
4. Grievant

Appendix A

3. GRIEVANCE - STEP IV (ARBITRATION)

Grievance No._____

Date Disposition Received at Step II_____

Reason for Appeal to Step III
(Arbitration)_____

_____

_____

_____

_____

_____ _____

Date Signature of Grievant

SUBMIT COPIES TO:

1. Immediate Supervisor
2. Superintendent
3. Association President or Designee
4. Grievant

Appendix B

REPORT ON

PRINCIPAL'S TEACHING ANALYSIS VISIT

School: _____

Date of Visit: _____

Teacher: _____ Class _____

Hour: From: _____ To: _____

1. Describe work actually in progress.

2. Describe classroom management.

3. Comment on methods, techniques, and procedures.

4. Points of strength.

5. Areas in need of improvement.

_____

Principal's Signature

_____

Teacher's Signature

_____

Date

*Please use other side for comment.

Appendix C

VOLUNTARY TRANSFER FORM

Position Applied For _____

Date Position Posted_____

I am hereby applying for the above mentioned vacant position that was posted by the Steubenville City School District.

_____ _____

Employee Name Date of Application

EFFECTS OF THE AGREEMENT

The terms of this agreement shall be from the first (1st) day of September 1, 2008 through August 31, 2011.

This Agreement represents the full understanding and commitment between the parties and replaces all previous Agreements. This Agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

Should there be a conflict between any provision of this Agreement and any Board policy or practice, then this Agreement shall prevail.

No later than sixty (60) day subsequent to the execution of this Agreement, copies of this Agreement shall be printed and the cost of such printing shall be shared between the Association and the Board.

Ruthann Bruzzese
President
Steubenville Board of
Education

Richard J. Randello
Superintendent of
Schools

Chief Negotiator

10/15/08
Date

Diana L. Mankowski
Diana Mankowski, President
Steubenville Education
Association

Uniserve Representative
Negotiating Team
Scott Wolodkin
Kimberly Smith

10-13-08
Date

2996-01
K24182

STATE EMPLOYMENT
RELATIONS BOARD

08-MED-03-0341

2008 DEC 23 P 2:12

AGREEMENT

between the

SUGARCREEK LOCAL BOARD OF EDUCATION

and the

SUGARCREEK EDUCATION ASSOCIATION
(S.E.A.)
OEA/NEA

Effective

AUGUST 1, 2008

through

JULY 31, 2011

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ARTICLE I

1.00 RECOGNITION

1.01 Excluded From Recognition

The Sugarcreek Education Association, affiliated with the Ohio Education Association and the National Education Association, is hereby recognized as the sole and exclusive bargaining agent for the full-time and regular part-time certified teachers. The following are excluded from recognition hereunder:

A. Central Office Administrators

B. Building Administrators, including Principals and Assistant Principals

C. Managerial and confidential teachers

D. Supervisors

E. Substitute teachers, non-teaching personnel who hold supplemental or coaching contracts, volunteers who are qualified to teach but do so without compensation

1.02 Recognition Clause

Teachers as used herein shall mean those certified teachers who are:

A. Classroom teachers

B. Department Coordinators and Chairpersons

C. Counselors

D. Librarians/Certified Media Specialist

E. Art, music, physical education, and special education teachers

F. School Nurse

G. Alternative Education

ARTICLE II

2.00 NEGOTIATION PROCEDURE

2.01 Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment.

2.02 Timetable for Negotiations

If either the Board or the Association desires to commence bargaining, they shall provide notice as provided in Article XVI, DURATION. Notification in writing from the Association shall be directed to the Superintendent and the Board shall be directed to the President of the Association.

2.03 Negotiation Sessions

Negotiations shall proceed according to O.R.C. Chapter 4117 excluding "fact finding".

2.04 Right To Strike

Nothing contained herein shall restrict the rights of the Association as set forth in Section 4117.14(D)(2), O.R.C., provided the Association has given the Board and SERB a prior ten (10) day written notice of its intent to strike on or after the expiration date of this Agreement. Such notice shall contain the day and time that the action will commence, provided, however, the parties may extend such date and time by written agreement.

ARTICLE III

3.00 GRIEVANCE PROCEDURE

3.01 Definitions

"Grievance" – a claim by a teacher or the Association that there has been a violation, misrepresentation, or misapplication of the negotiated agreement.

"Grievant" or "Aggrieved" – the terms shall include all personnel in the unit represented by the Association, any group of members acting as a class, or the Association acting on behalf of itself or for any member or group of members.

"Days" shall mean actual working days called for in the official Board adopted calendar except that week days (exclusive of holidays) shall be used during the summer vacation period only.

"Bargaining Unit" shall mean the unit of representation which is defined in Article I.

3.02 Time Limits

3.021 The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by a written agreement of the parties of interest.

3.022 If a teacher does not file a grievance in writing within fifteen (15) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

3.023 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

3.024 Failure at any step of this procedure to communicate the disposition of a grievance within the time limits provided shall grant the grievant the right to proceed to the next step.

3.025 All notices of hearings and dispositions of grievances shall be by personal service or by certified mail, return receipt requested, with the date of mailing, and a postmark and date of receipt recorded thereon. If any of the within are transmitted by personal service, the receiver of said document shall record the date received thereon and initial same.

3.03 Representation

A grievant may appear on his/her own behalf or may be represented by the Association, or by counsel (except at the informal level), or by any other person of his/her choice, except that he/she may not be represented by an officer or employee of any teachers' organization other than the recognized Association.

3.04 General Provisions

3.041 The Association shall receive notice of the time each grievance meeting is to be held (except at the informal step). The Association and grievant shall be given a copy of any written disposition.

3.042 The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

3.043 If a grievance appears to arise from the actions of an authority higher than the Principal of a school and affects a group or class of teachers, or is

concerned with a system-wide policy, it may be submitted at Step II described below. Also, a grievance may be filed against a party from whom relief may be granted.

3.044 The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential as is appropriate.

3.05 Grievance Procedure

A. Informal Procedure

If a teacher believes there is a basis for a grievance, he/she may first discuss the matter with his/her Principal in an effort to resolve the problem informally. The teacher has the right to be accompanied and/or represented by the Association representative.

Grievances may be adjusted informally provided the adjustment is not inconsistent with the contract, and the Association representative has been given the opportunity to be present at the meeting and to state the Association views on the grievance. The teacher or representative shall clearly state that this discussion is the informal step of the grievance procedure.

B. Step 1

If the grievance is not resolved within ten (10) days of such informal meeting, or if the teacher has elected not to use the informal procedure, he/she may present his/her formal claim by submitting a completed Grievance Report Form, Step 1, which form is set forth in Appendix A. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provision of policies and/or rules allegedly violated, and the relief sought shall be submitted by the teacher to the Association representative, the Superintendent, and the Principal. Within five (5) days of receipt of the Grievance Report Form, the Principal shall meet with the teacher and/or his/her Association representative in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step 1 of the Grievance Report Form and returning it to the teacher and representative. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

C. Step 2

If the teacher is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within the above time limits, the grievant and/or the Association shall complete the Grievance Report Form, Step 2, and submit the grievance to the Superintendent, and within ten (10) days of receipt, the Superintendent and/or his designated representative shall meet at a mutually convenient time with the grievant and/or his/her Association representative. Within five (5) days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of Step 2 and forwarding it to the teacher. The Association and the Principal shall be notified in writing of said disposition.

If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within ten (10) days after the receipt of the disposition in Step 1, the grievance shall be considered waived and further action barred.

D. Step 3

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step 2, the aggrieved may within ten (10) days, submit the grievance to arbitration by the American Arbitration Association, whose rules and regulations shall likewise govern the proceedings. Failure to timely submit the grievance to arbitration shall bar arbitration.

The Association shall submit the grievance to arbitration by means of requesting an arbitration panel from the American Arbitration Association (AAA) consisting of seven (7) arbitrators from which the parties may, using the voluntary rules of AAA, select an arbitrator from any list(s) provided by AAA. The AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to the AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

The arbitrator may not add to, alter, or delete from the terms of Board Policy or terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on both parties. In cases where the procedural arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

In the event the arbitrator conducts a hearing during a grievant's regular work hours, the grievant will be permitted released time.

E. The time limits at any step may be extended by mutual agreement of the parties involved in that particular step. Such extension shall be in writing.

ARTICLE IV

4.00 BOARD RIGHTS

MANAGEMENT RIGHTS CLAUSE

4.01 Recognition of Board Rights

The Association recognizes the right of the Board and the Superintendent of Schools to operate and manage the affairs of the Sugarcreek Local School District in Greene County, Ohio, in accordance with its responsibilities under law. The Board and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon them and invested in them by the laws and the Constitution of the State of Ohio.

4.02 Board Functions

The Board possesses the sole right and responsibility to operate the school system and all management rights repose in it, subject to the express provisions of this Agreement and Chapter 4117.08 O.R.C. These rights include, but are not limited to, the following:

4.021 The right to determine location of the schools, other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

4.022 The determination of the financial policies of the School District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

4.023 The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of teachers for promotion to supervisory, management or administrative positions.

4.024 The maintenance of discipline and control of use of the school system property and facilities.

4.025 The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.

4.026 The right to enforce the rules and regulations now in effect and to establish, revise, and delete rules and regulations from time to time not in conflict with this Agreement and with Chapter 4117 and 3319 O.R.C.

4.027 The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer teachers now given by statute, and not in conflict with this Agreement and Chapter 4117 and 3319 O.R.C.

4.028 The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the processes, techniques, methods and means of school operations.

4.029 The right to establish hours of employment, to schedule classes and assign workloads consistent with this Agreement, and to select textbooks, teaching aides and materials.

4.030 The right to make assignments for all programs of an extracurricular nature, consistent with this Agreement.

4.031 The right to contract or subcontract for goods or services that are deemed desirable by the Board or the Superintendent of Schools.

4.032 The right to take whatever action is necessary to carry out the functions of the Board in situations of emergency.

ARTICLE V

5.00 ASSOCIATION RIGHTS

5.01 Representatives of the Association may make announcements during school faculty meetings and shall have the right to reasonable use of school in-district mail, including teacher mailboxes.

5.02 The Association building representative will have permission to use individual school equipment, copiers, computers, and all types of audio-visual equipment when such equipment is not otherwise in use. Association use of school buildings will be permitted provided that:

A. Request is made and use arranged for in advance.

B. Supplies in connection with such equipment used will be furnished or paid for by the Association.

5.03 The building representative of the Association in each individual school will have the use of a bulletin board designated for Association business.

5.04 Five (5) copies of the Board Policy Manual and any changes or amendments shall be delivered to the Association president. Changes or amendments to the Board Policy Manual shall be posted on the school bulletin board.

5.05 The Association President shall receive, prior to each Board meeting, a copy of all relevant public data pertaining to said Board meeting with a copy of the meeting agenda, Superintendent's recommendations, and financial report.

Each Board meeting agenda shall be posted in each building no later than the day of the meeting except if such meeting is an emergency session as prescribed for in Section 121.22 O.R.C.

5.06 Association Days

A. The Board shall grant up to a maximum of six (6) total days of absence without loss of pay per school year to bargaining unit members elected to represent the Association or chosen to serve on programs or in official representative capacity at Association N.E.A., O.E.A., or W.O.E.A. meetings, conferences, or conventions. The six (6) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other teacher organization. To be valid, a request for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee ten (10) work days in advance if possible.

B. All meeting expenses will be paid by the Association. The Board will pay for the cost of the substitute for the first three (3) days, and the Association will pay the cost of the substitute for the last three (3) days.

5.07 Payroll Deductions

Dues for the United Teaching Profession (SEA, WOEA, OEA and NEA) shall be withheld for those individuals authorizing such dues deducted from twenty (20) consecutive pay periods, beginning with the second pay check of October of any school year. Authorization for those dues deductions which may be continuing from year-to-year, must be presented to the Treasurer of the District two (2) weeks prior to the first scheduled deduction.

Any new member signing after the second week in October, the Treasurer of the District will commence deductions beginning within two (2) weeks after receiving the Association's authorization for pro-rated dues deductions. If a member or fee payer leaves the employment of the Board during the school term, the school Treasurer will deduct the remaining dues from the teacher's last payroll check. Any concerns by members regarding dues deductions shall be directed first to the Association.

The Treasurer, upon authorization by the teacher, shall deduct in a continuing manner donations for The OEA Fund for Children and Public Education, if legal. The Association shall hold the Treasurer harmless from making such deductions.

5.08 Advisory Committee

1. A communication committee shall be established in each building for the purpose of presenting suggestions and discussing concerns.

2. Each committee shall be composed of not more than five (5) nor less than three (3) Association members elected by the Association within their building. The building Principal or his/her designee from the building shall also be on the committee.

3. This committee shall meet at least once a month unless it is mutually agreed otherwise. It shall be the purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common concerns.

4. Building level advisory committee shall be chaired alternatively by a member of the teachers' committee and the Principal or his/her designee.

ARTICLE VI

6.00 COMPENSATION AND REIMBURSEMENT

6.01 Longevity

6.011 Placement on this salary schedule shall be pursuant to 3317.13 O.R.C. to a maximum of ten (10) years (effective with 2005-2006 new employees). Retired teachers returning to teach will receive a maximum of ten (10) years experience on the salary schedule at the date of hire. Experience credit consideration may be given for educators entering the teaching profession as a second career of up to five (5) years experience for non-teaching experience. Prior career experience must be directly related to the area of teaching for which the teacher has been hired (ex: research scientist teaching high school physics).

6.012 BA column shall mean any earned Baccalaureate Degree.

6.013 B/150 shall mean any Baccalaureate Degree with at least 150 semester hours.

6.014 MA shall mean any earned Masters Degree.

6.015 MA+15 shall mean any Masters Degree with 15 semester graduate hours earned after the issuance of the Masters Degree.

6.016 MA+30 shall mean any Masters Degree with at least 30 semester graduate hours earned after the issuance of the Masters Degree.

6.017 Steps 18, 21, and 24 shall be longevity steps and persons having taught those respective years shall be placed accordingly.

6.018 A teacher shall advance to the next step beyond the step, if any, to which the teacher would otherwise advance at the beginning of the school year next following receipt by the teacher of National Certification; provided however, such teacher, in the following school year, shall be placed at the step such teacher would merit by reason of longevity and training without consideration of the step at which such teacher was compensated in the previous year.

6.02 Salary Schedules – *See Addendum L Addendum M and Addendum N or O*

Year	Percentage increase salary over the base salary of the previous year
Effective August 1, 2008 –	
2008-2009	3.00% added to the current base salary
2009-2010	3.00%
2010-2011	3.50% contingent upon passage of new money 2.00% if no new levy money

6.03 Supplemental Duty Schedule

Supplemental Positions

Increments for experience will be given to all positions on the Supplemental Duty Schedule except for Muse Machine, outdoor camp advisor, clubs, and camera person. Only experience in the same sport or activity will entitle a person to receive step increments. The duties of each position may be divided among two (2) or more individuals.

All starting positions indexed to B.A.	- '0' Step
One year experience indexed to B.A.	- '1' Step
Two years experience indexed to B.A.	- '2' Step
Three years experience indexed to B.A.	- '3' Step
Four years experience indexed to B.A.	- '4' Step
Five years or more indexed to B.A.	- '5' step

6.031:

POSITION	QTY. PLANNED	INDEX
Fall Sports		
HS Head Football	(1)	.148
HS Asst. Football Coach	(5)	.111
Freshman Football Coach	(2)	.096
MS Asst. Football Coach	(4)	.096
HS Head Volleyball Coach	(1)	.114
HS Asst. Volleyball Coach	(2)	.086
MS Asst. Volleyball Coach	(2)	.074
Boys Varsity Soccer Coach	(1)	.114
Boys Asst. Soccer Coach	(1)	.086
Boys Reserve Soccer Coach	(2)	.086
Boys Freshman (Reserve B) Soccer Coach	(1)	.074
Girls Varsity Soccer Coach	(1)	.114
Girls Asst. Soccer Coach	(1)	.086
Girls Reserve Soccer Coach	(2)	.086
HS Boys Cross Country Coach	(1)	.114
HS Girls Cross Country Coach	(1)	.114
HS Boys/Girls Asst. Cross Country Coach	(1)	.074
MS Asst. Cross Country Coach	(2)	.074
Golf Coach	(1)	.073
Girls Tennis Coach	(1)	.073
Girls Asst. Tennis Coach	(1)	.045
HS Cheerleader Advisor	(1)	.073
HS Asst Cheerleader Advisor	(2)	.055
MS Cheerleader Advisor	(1)	.047
Football Camera Person (non-stepping)	(1)	.024
Ticket Manager	(1)	.047
Winter Sports		
HS Head Boys Basketball Coach	(1)	.148
HS Asst. Boys Basketball Coach	(1)	.111
JV Asst. Boys Basketball Coach	(1)	.111
Freshman Boys Basketball Coach	(1)	.096
HS Head Girls Basketball Coach	(1)	.148
HS Asst. Girls Basketball Coach	(1)	.111
JV Asst. Girls Basketball Coach	(1)	.111
Freshman Girls Basketball Coach	(1)	.096
Eighth Grade Boys Basketball Coach	(1)	.096
Seventh Grade Boys Basketball Coach	(1)	.096
Eighth Grade Girls Basketball Coach	(1)	.096
Seventh Grade Girls Basketball Coach	(1)	.096

HS Head Wrestling Coach	(1)	.148
HS Asst. Wrestling Coach	(1)	.111
HS Reserve Wrestling Coach	(1)	.111
MS Asst. Wrestling Coach	(2)	.096
HS Head Swimming & Diving Coach	(1)	.073
HS Asst Swimming & Diving Coach	(1)	.045
HS Cheerleader Advisor	(1)	.073
HS Competition Cheerleader Advisor	(1)	.055
HS Asst Cheerleader Advisor	(2)	.055
MS Cheerleader Advisor	(1)	.047
MS Competition Cheerleader Advisor	(1)	.055

Spring Sports

HS Head Baseball Coach	(1)	.114
HS Asst. Baseball Coach	(2)	.086
MS Asst. Baseball Coach	(2)	.074
HS Head Softball Coach	(1)	.114
HS Asst. Softball Coach	(2)	.086
MS Asst. Softball Coach	(2)	.074
HS Head Boys Track Coach	(1)	.114
HS Asst. Boys Track Coach	(2)	.086
MS Asst. Boys Track Coach	(2)	.074
HS Head Girls Track Coach	(1)	.114
HS Asst. Girls Track Coach	(2)	.086
MS Asst. Girls Track Coach	(2)	.074
Boys Tennis Coach	(1)	.073
Boys Asst. Tennis Coach	(1)	.045
HS Asst. Athletic Director	(1)	.114
MS Asst. Athletic Director	(1)	.074
HS Weight Training Advisor	(1)	.057
HS Asst. Weight Training Advisor	(1)	.043

Co-Curricular

Theater Director (Fall Play and Spring Musical)	(1)	.114
HS Productions Assistant/Site Mgr	(5)	.033
Choral Director	(1)	.033
Band Director	(1)	.114
Asst. Band Director	(1)	.086
HS Jazz Band Director	(1)	.033
HS Percussion Instructor	(1)	.033
Color Guard Advisor	(1)	.073
HS English Chairperson	(1)	.047
HS Math Chairperson	(1)	.047
HS Science Chairperson	(1)	.047
HS Social Studies Chairperson	(1)	.047
HS Foreign Language Chairperson	(1)	.047
HS Special Education Chairperson	(1)	.047
K-5 Grade Level Chairperson	(6)	.047
Library Coordinator	(1)	.047
Guidance Director	(1)	.047
HS Intramural Advisor	(1)	.041
MS Intramurals Advisor	(1)	.041
HS Yearbook Advisor	(1)	.073
MS Yearbook Advisor	(1)	.037
HS Student Council Advisor	(1)	.037
MS Student Council Advisor	(1)	.024
3/4/5 Grade Elem. Student Council Advisor	(1)	.024
Class Advisor (Senior)	(1)	.024
Class Advisor (Junior)	(2)	.037
Class Advisor (Sophomore)	(1)	.024
Class Advisor (Freshman)	(1)	.024
HS Wright State Action Team/Diversity Advisor	(1)	.024
HS Key Club Advisor	(1)	.024
Newspaper Advisor (HS)	(1)	.024
Newspaper Advisor (MS)	(1)	.024
National Honor Society Advisor	(1)	.024
Junior Honor Society Advisor	(1)	.016
Video Club Advisor (non-stepping)	(1)	.024
Speech Team Advisor	(1)	.024
Academic Team Advisors (HS, MS, BC, SB)	(8)	.024
MS Tech Advisor	(1)	.024
Outdoor Camp Advisor (non-stepping)	(10)	$100.00

MS Productions Advisor	(2)	.016
MS Drama Director	(2)	.024
Elementary Productions Advisor	(1)	.016
HS Science Olympiad	(2)	.037
HS Science Fair	(1)	.016
MS Science Fair	(1)	.016
Power of the Pen Advisor/Golden Quill	(2)	.016
MS Science Olympiad	(2)	.037
MS Muse Machine (non-stepping)	(1)	.037
Elem Muse Machine/Arts Director (non-stepping)	(1)	$150.00
Mock Trial	(2)	.016

6.032 Guidelines: All Assistant Coaching salaries are to be 75% of the varsity coaches' salary index in that sport. The Junior High School coaches' salary indexes are to be 65% of the varsity coaches' salary index in that sport.

6.04 Severance Pay

6.041 Any teacher who has ten (10) years of service credit with the District or has attained age fifty (50), or who retires through the State Teachers' Retirement System (STRS) shall be granted severance pay according to the following formula:

6.042 One-fourth (1/4th) times the number of accrued sick leave days multiplied by the daily rate of salary, excluding supplemental duty pay, at the time of severance or retirement.

6.043 The maximum number of paid severance days shall not exceed seventy (70) days effective the 2008-09 school year, seventy-five (75) days effective the 2009-10 school year, and eighty (80) days effective the 2010-11 school year.

6.044 To be eligible, the teacher must apply within ninety (90) days following severance or retirement.

6.045 Severance pay shall be a lump sum payment and will cancel out all sick leave days.

6.046 At the time of retirement from active service with an agency of state government and with ten (10) or more years of service with the state or any of its political subdivisions, the teacher is paid in cash for one-fourth (1/4th) of the value of his/her accrued but unused sick leave credit.

Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made only once to any teacher. The maximum payment which may be made under this section shall be thirty (30) days.

6.047 In the event of the death of a teacher covered hereunder who is otherwise eligible for severance pay, such teacher shall be deemed to have made application for severance pay and/or to have terminated employment on the date immediately preceding the date of death. Payment of the severance pay shall be made to the teacher's estate. Payment shall be released to the qualified appointed Executor or Administrator of the teacher's estate.

6.05 Mileage Reimbursement

All teachers covered hereunder who use their personal car for school business shall receive mileage in accordance with the following guidelines:

A. Mileage shall be paid to teachers who, as a part of their contract, are required to travel between two or more buildings.

B. Mileage shall be paid for all activities approved by the administration, such as workshops, professional leaves, conferences, school visitations, school business, and school-related activities.

C. The Principal may authorize mileage as needed for transporting sick pupils to their homes during the day.

D. Rate of compensation for mileage shall be at the current rate based on IRS rates.

6.06 Payroll Procedures

6.061 Salary Advancement

A teacher who shows evidence of increased training for advancement on the salary schedule shall be afforded the increased compensation under the following stipulations:

A. Such evidence is transmitted to the Superintendent on or before October 1 of any year for that school year. An official university transcript will be required as evidence of credit earned.

B. Such evidence is transmitted to the Superintendent on or before February 1 of any year for credit to begin the 93rd day of that year. An official university transcript will be required as evidence of credit earned.

C. All teachers shall be responsible for providing the Superintendent with an official transcript of all credits earned to date in the event a salary adjustment is being requested.

D. For purposes of salary advancement and seniority considerations, only time in a pay status for at least 120 days in a school year shall count as a year of service.

6.062 Payroll Periods

Regular contract salaries shall be paid in 26 equal payments, and supplemental contract salaries shall be paid one-half payment midway through sport or activity, and final payment after the end of season or activity and conclusion of all duties in that regard by the teacher.

Payroll checks will be mailed at the Board's expense during any pay period for which school is not in session to the last known address of the teacher unless the teacher elects to personally pick up his/her payroll check by notifying the Board Treasurer by Wednesday, 8:00 A.M., before the affected payroll period. Any check not picked up by noon on pay day will be mailed as above.

6.063 Direct Deposit

The Board shall make electronic transfers of pay for teachers hired through the 2007-08 school year, who notify the Treasurer's office in writing by October 1, and shall be continuous from year to year unless otherwise revoked in writing by the individual teacher. All new teachers hired for the 2008-09 school year will be placed on direct deposit. Effective the beginning of the 2009-10 school year, all teachers must participate in direct deposit of payroll checks. A teacher's salary shall be paid by electronic transfer into up to four (4) accounts at a bank, credit union, brokerage firm, or savings and loan institution of the teacher's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer. Any exception to 26 pays will be on a one extra week delay. Supplemental pay will not be subject to direct deposit.

6.064 Payroll Deductions

A. Deductions shall be as required by law, and additional optional deductions as in this Agreement if the teacher so authorizes.

B. Annuities

Teachers may elect to have an annuity payroll deduction that is within the Board quantity limits for companies and other Board guidelines as to enrollment. The Treasurer shall remit to the appropriate annuity company all monies deducted, within the time period arranged between the annuity company and the teachers involved. The board will make twenty-four (24) deductions for annuities. Any fees associated with the Board adopted common

remitter plan will be assumed by the Board and not passed on to the teacher.

6.07 Attendance at Professional Meetings

A. A teacher may be absent for the purpose of visiting other schools or attending professional meetings without loss of pay. Requests for such absence shall be made in writing seventy-two (72) hours in advance to the building Principal or Supervisor who will refer said request to the Superintendent of Schools for approval.

B. Annual allocations for professional meetings will be divided equally between the District's two (2) semesters. The purpose of this is to attempt to equalize the usage of the allocation among the applying members. The unused allocation from the first semester shall be carried forward for use in the second semester.

6.08 Tuition Reimbursement

A teacher may take additional credit hours. The credit hours must be related to his/her teaching field unless prior written approval is obtained from the Superintendent. The classes must be taken at a fully accredited college or university, and the teacher will receive $140.00 per hour per quarter or $210.00 per hour per semester with a cap of $420.00 per teacher per year tuition reimbursement from the Board under the following conditions:

A. The teacher is eligible for reimbursement for tuition fees for college credits earned between September 1 and August 30 any year.

B. Payment will be made in the next school year upon the teacher presenting proof of completion of a course (see Appendix D) and presenting an official transcript to the Superintendent by October 1 and provided the teacher is employed in the District and working in an active pay status at the time of payment.

6.09 Pay for Internal Substitution

A teacher shall be responsible for student instruction during the regular class period. This does not include the teacher's lunch period and planning period. When a teacher is asked to fill in during his/her lunch or planning period for an absent teacher and that teacher requests the Principal to ask another teacher, the principal shall seek volunteers from among the other available teachers. If none can be found, the Principal shall have the right to assign any teacher from the available teachers. Such substituting teacher shall be compensated at the rate of $22.00 per substitution. Effective 8/01/10 such substituting teacher shall be compensated at the rate of $25.00 per substitution. A teacher will not be asked to leave his/her assigned planned class schedule with students to substitute for another teacher.

6.10 Personal/Sick Leave Incentive Reimbursement

Annually contracted teachers shall be compensated for one or less personal/sick leave days per school year beginning with the first workday of the school year and concluding with the last workday (183 days).

The personal/sick leave reimbursement plan shall be as follows:

Personal /Leave Days Used	Amount of Compensation to be Received
0	$200.00
1	$100.00

Sick Leave Days Used	Amount of Compensation to be Received
0	$200.00
1	$100.00

Teachers shall receive the above payment with the last paycheck in June.

6.11 Tuition/Free Attendance

Children of employees will have first priority in an open enrollment.

6.12 Step Advancement

A full time teacher may advance on the steps only if such teacher has been in a paid status for 120 days of the scheduled work days for the school year.

A regular part-time teacher may advance on the steps only if such teacher has been in a paid status for 109 days of the scheduled work days for the school year.

A teacher drawing sick leave under 8.01 or personal leave under 8.02 shall be considered to be in a paid status.

A teacher on active military duty shall be considered to be in a paid status for the amount of time allowed by law.

6.13 Retirement Incentive

For the 2008-2009 school year, and each year of this contract, a retirement incentive will be made available to a qualifying teacher as set forth below. To qualify for this incentive, a teacher who is eligible by June 30, of the calendar year of retirement for full retirement under Ohio State Teacher Retirement System (STRS), must give written notice to the Superintendent by no later than March 1 of the year he/she first becomes eligible for "full retirement" as of June 30 under STRS. Such notice will state that the teacher is retiring effective at the end of the current school year and requests that the Superintendent so notify the Board for action on the retirement. For purposes of this division, "full retirement" means having 30 years service credit to apply toward Ohio STRS retirement.

A. In addition to and separate from severance pay, any bargaining unit member will be provided a retirement incentive equal to $1,000.00 times each year of Sugarcreek service, not to exceed $20,000.00, provided that such unit member has been on a paid status (not on a leave of absence) for a period of at least two years immediately prior to retirement.

B. A teacher who is eligible for "full retirement" and misses the March 1 deadline forfeits his/her right to this incentive. A teacher who is eligible for less than "full retirement" will be eligible for this incentive in following years, provided the teacher otherwise qualified for full retirement and gives timely notice.

C. The school board will pay the incentive to qualifying teachers in one lump sum payment. Such payment shall be made in January of the calendar year following retirement under Ohio STRS.

D. A teacher shall demonstrate by appropriate documentary evidence that such teacher was not eligible for "full retirement" in any previous year or years. Such documentary evidence may include a certificate or letter to that effect by the retirement system under which the teacher retires. A teacher may be required to give an appropriate release to the Board of Education for purposes of inquiry at the Ohio STRS. It shall be the responsibility of the teacher to be aware of when such teacher becomes eligible for "full retirement". Lack of knowledge or "innocent" errors shall not extend a teacher's deadline for written notice under paragraph B above.

Any unit member having previously retired under STRS is not eligible for this incentive unless such retirement was a disability retirement.

6.14 Home Tutoring

Teachers who do home tutoring will be paid $22.00 an hour. $25.00 effective the 2010-11 school year.

6.15 LPDC

LPDC Committee members will be paid $22.00 an hour. $25.00 effective the 2010-11 school year.

6.16 Re-employment of Retired Teachers

I. A teacher may elect to apply for a one year contract immediately following retirement under the State Teachers' Retirement System provided:

A. Such retirement follows the last scheduled work day of the school year. The teacher must complete the school year.

B. The teacher who returns to duty begins on the first scheduled work day of the next school year.

C. No accumulated sick leave shall be carried forward when the teacher returns to duty.

II. A teacher returning to duty shall start at Step 10 of the salary schedule and remain at Step 10 except that the teacher shall receive any percent increases that might apply to that step.

III. Teachers who are hired by the Board after retiring from another school system shall be placed at Step 8 during the entire term of their employment at Sugarcreek.

IV. Retired teachers who return to duty are nevertheless subject to a reduction in force and for purposes of a reduction in force their seniority shall date from their return to duty after retirement.

V. All contracts issued to teachers who have retired under the State Teachers' Retirement System shall automatically expire at the end of the term stated and no affirmative action required under RC 3319.11 or 3319.111, such as "non-renewal" and notice thereof, need to be taken by the Board or the Administration.

VI. A Sugarcreek teacher wishing to be rehired following retirement shall notify the Superintendent in writing by March 1 of the year of retirement.

VII. A retired Teaching Staff Member who is rehired will begin employment with one (1) day of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provision of Article 8.01.

VIII. Except to the extent addressed in this Article all provisions of the Agreement apply to retired Teaching Staff Members who are rehired including retirement contributions, insurance, personal leave and all other fringe benefits.

ARTICLE VII

7.00 INSURANCE

7.01 Life Insurance

The Board agrees to pay on behalf of each member of the bargaining unit the cost of a group term life insurance policy in the amount of $50,000.00, accidental death in the amount of $100,000.00, plus dismemberment, conversion privilege, and additional coverage privilege. Such additional coverage may be purchased by the bargaining unit member at the rate paid by the Board if approved by the insurance company.

For teachers who are part-time, the portion of the premium for such insurance which will be paid by the Board shall be determined by multiplying the premium by the fraction expressed as the number of hours such teacher is regularly scheduled to work divided by seven and one-half (7 1/2).

7.02 Hospitalization, Surgical, and Major Medical

The Board agrees to pay on behalf of each full time professional staff member ninety percent (90%) of the cost of a single, employee plus child, or family contract with major medical. For teachers who are part-time, the percentage of the premium for such medical insurance to be paid by the Board shall be ninety percent (90%) multiplied by the fraction expressed as the number of hours such teacher is regularly scheduled to work divided by seven and one-half (7 1/2). (See 7.08)

7.03 Health Insurance Co-Pay

Health insurance co-pay shall be $15.00 for physician's office visits. *(See Appendix J for detailed information.)*

7.04 Prescription Drug Co-Pay

The prescription drug co-pay shall be $10.00 for Generic Drugs per prescription, $20.00 for Brand name drugs per prescription and $30.00 for Non-Formulary drugs per prescription.

7.05 Dental Insurance

The board agrees to purchase a dental plan for each full-time professional staff member. The Board will pay 90% of the premium cost of a single or family contract and the teacher will pay 10% of the premium cost. For teachers who are part-time, the portion of the premium for such insurance which will be paid by the Board shall be determined by multiplying the premium by the fraction expressed as the number of hours such teacher is regularly scheduled to work divided by seven and one-half (7 1/2).

7.06 Disability Leave Provisions

A teacher on a disability leave of absence may exercise the option of maintaining insurance coverage, at the teacher's expense, during the leave if allowable by the carrier(s). The benefits shall terminate at the expiration of such leave and such leave shall not exceed two (2) years. Teacher contributions to premium(s) shall be submitted to the Board Treasurer by the twentieth (20^{th}) day of the month.

7.07 Coordination of Benefits

Coverage shall be subject to the provisions of the Master Agreement with the insurance carrier, and such provisions shall include coordination and subrogation of benefits. Any change in carriers will provide for no loss or lapse of coverage unless otherwise mutually agreed.

7.08 Type of Plan

The Board will purchase a plan of Health and Hospital Insurance in order to comply with 7.02, which is administered by the Southwestern Ohio Educational Purchasing Cooperative (EPC). A summary of benefits (which shall include all of paragraphs A, B, and C from 7.02 of the previous contract) shall be placed as information in the appendix.

7.09 Section 125

The Board shall, at no cost to the Board, provide a Section 125 Plan opportunity to all teachers which shall include three sections and shall comply with Ohio and Federal tax law.

A. Medical Insurance Premiums

B. Medical Expenses

C. Child care and/or adult care

ARTICLE VIII

8.00 LEAVES

8.01 Sick Leave

8.011 Accumulation

One and one-fourth (1 1/4th) days of sick leave shall be granted full time teachers for each completed month of employment up to fifteen (15) days per year. Unused sick leave shall accumulate to 295 days, 315 days effective the 2009-10 school year and 335 days effective the 2010-11 school year.

8.012 Uses of Sick Leave

Standard reasons acceptable for sick leave are:

A. Personal illness (includes emergency dental and medical appointments).

B. Injury

C. Exposure to contagious disease which could be communicated to others.

D. Absence due to illness, injury, or death to teacher's immediate family.

E. Absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.

8.013 Written Statement

The Board of Education shall require a teacher to furnish a written signed statement on forms prescribed by the Board, which forms shall comply with O.R.C. 3319.141, within ten (10) days of the commencement of such illness or injury. (Application for Sick Leave Form, Appendix C.)

8.014 Transfer of Sick Leave

Previously accumulated sick leave of a teacher who has been separated from another public Ohio agency as provided in Ohio Revised Code, Section 3319.141, shall be accepted at full value up to the maximum accumulation set forth in 8.011 provided none of such accumulated sick leave has been converted to pay upon retirement as provided by Section 124.93 O.R.C. Effective for the 2001-2002 school year, out-of-state sick leave equal to the O.R.C. terms may be transferred if properly documented by the previous employer.

8.015 Advancement of Sick Leave

Should a teacher have absences due to illness of more than the total accumulated sick leave, such teacher, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of the number of days that can be earned during the remainder of the school year.

8.016 Sick Leave Fund

A. Any teacher who has accumulated and has maintained at least 90 days of unused sick leave days may donate up to three (3) days of his/her accumulated sick leave to the sick leave fund once a year at the beginning of the school year before September 30. The records for which will be maintained by the Treasurer, who will issue a notice to all employees (after the end of each school year) who qualify to donate to the sick leave bank. There will be a maximum of ninety (90) days usable in the sick leave fund bank per school year.

B. The purpose of a sick leave fund is to give additional days of sick leave to teachers of the bargaining unit who experience personal serious accidental injury, emergency surgery, or catastrophic illness. The donation of that day of sick leave shall not reflect upon the donor teacher's attendance record. Agreement to donate will be reflected on the sick leave fund form (Appendix E).

C. There shall be no limit on the days that can accrue in the sick leave fund if the days are not otherwise used as set forth herein.

D. Upon depletion of a teacher's personal/sick leave, he/she may apply for a gift of sick leave after a member has used all of his/her accumulated sick days and personal leave days and available sick day advances. The President of the Association and the Superintendent, or his/her designee and three (3) Association members appointed by the Association President shall review and approve or deny by a majority vote all applications to the Sick Leave Bank taking into consideration whether the teacher is deserving and has suffered personal serious accidental injury, emergency surgery, or a catastrophic illness. The decisions of the sick bank committee are final.

E. Any teachers wishing to donate a gift of sick leave days shall complete the applicable part of the form in Appendix F.

8.17 Definition of "Immediate Family"

For the purposes of absence due to illness, injury or death in the employee's immediate family, immediate family shall be defined to include bona fide members of the employee's household and/or spouse, parent, child, in-laws, brother, sister, grandparent, grandchild, appointed legal guardian of a minor or any relative who is dependent upon the employee. Stepchildren, stepparents, foster children and foster parents shall also be considered immediate family for this purpose.

8.02 Personal Leave

8.021 Authorization

Each teacher shall be authorized three (3) days annually for necessary personal leave. No reason need be given for such leave except that personal leave may not be used for recreation, to extend a vacation or holiday, to accompany a spouse on a business or vacation trip, or for any other purpose except to take care of matters or business which cannot be taken care of except during school hours unless pre-approved by the Superintendent. No personal leave shall be taken during the last two (2) weeks of school except for weddings, graduations, or school programs for children of teachers.

8.022 Notification

Notification shall be given to the building principal seventy-two (72) hours in advance in writing prior to the use of personal leave.

8.023 Use of Personal Leave

No more than three (3) persons in each school may use personal leave on the same day.

Unused personal leave shall not accumulate to the following year.

8.024 Emergency

For one of the three (3) days authorized in 8.021, the requirements of 8.022 and 8.023 shall not apply; however, such advance notice as may be reasonably possible will be appreciated even if not required.

If a teacher has already used a day pursuant to the previous paragraph, no other days will be allowed unless the teacher has remaining personal leave days and the requirements of 8.021 and 8.022 are met, unless the Superintendent in his/her discretion so authorizes. No grievance may be processed if the Superintendent refuses to grant the day or days.

8.025 Personal leave may be taken in whole day or half-day increments, but not otherwise.

8.03 Unpaid Maternity/Paternity Leave

Maternity/Paternity leave of absence may be used in lieu of sick leave when the teacher has exhausted sick leave or when the teacher has determined that a transfer from sick leave to maternity/paternity leave is necessary. At the time of the birth of a teacher's child, or, in the case of adoption, receipt of custody of the child, the teacher may request a maternity/paternity leave for as long as four consecutive semesters the first of which shall be the semester in which the requested leave becomes effective. Leave shall be taken in semester increments. Should a teacher request and receive a leave for less than the maximum leave permitted, the teacher may not thereafter request an extension of the leave. There shall be only one request made for the term of the leave for up to two (2) years. This request shall be final.

If the leave requested and granted extends into the next school year, the teacher may nevertheless cause the leave to be shortened and return to work at the beginning of the next school year if written notice of that intent is delivered to the Superintendent by March 1 next preceding the beginning of the school year the teacher wishes to return.

8.031 Rights While on Leave

Teachers on non-paid maternity/paternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, major medical and dental insurance as provided by this contract, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence, and the teacher pays to the Treasurer of the Board, in advance each month, the full amount of the monthly group plan premium of such coverage. Any overpayment of premium shall be refunded to the teacher upon termination of leave.

8.032 Application for Leave

Application for maternity/paternity leave shall be made in writing and shall contain a statement on the expected date of birth, on in the case of adoption the date of obtaining custody, the date on which the leave of absence is to commence, and the term of the leave. In the case of miscarriage or abortion, the teacher may request reinstatement, in writing filed with the Superintendent at least ten (10) days prior to the beginning of the next grading period. Early reinstatement will be approved providing a vacancy exists for which a teacher is certified.

8.033 Reinstatement Rights

Teachers shall be entitled to the same teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictates or the job is combined or eliminated. Teachers shall notify the Superintendent in writing sixty (60) days prior to the end of such leave or by April 1st, whichever is sooner, if the teacher plans to return to work.

8.034 The teacher on leave may exercise the option of maintaining group insurance coverage at the teacher's expense during such leave and if allowable by the insurers under the provisions of 7.00, Insurance.

8.04 Unpaid Sabbatical Leave

A. A teacher who has completed five (5) years of service may, with the approval of the Board, be entitled to take a leave of absence with part pay for one (1) or two (2) semesters subject to the following restrictions: the teacher shall present to the Superintendent for approval a plan for professional growth prior to requesting a leave, and at the conclusion of the leave, provide evidence that the plan was followed. Written quarterly reports of progress shall be submitted to the Superintendent. The Teacher may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leave to more than five percent (5%) of the professional staff at any one time, nor allow a part

salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave. A professional staff member not electing to be paid pursuant to paragraph 1 of this proposal shall be granted up to two (2) semesters of professional education leave by the Board subject to the following restrictions:

1. The teacher shall present to the Superintendent a plan for professional growth.

2. The teacher shall make application for such leave prior to March 1 of any year.

B. A teacher on sabbatical leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits and major medical and dental insurance as provided by this contract, providing the insurance company or hospital service association involved permits such continuance of coverage of the teacher on leave of absence, and the teacher pays to the Treasurer of the Board, in advance each month, the full amount of the monthly group plan premium of such coverage(s). Any overpayment of premium shall be refunded to the teacher upon termination of leave.

8.05 Unpaid Leaves of Absence

Request for such leaves shall be submitted in writing. The Superintendent may grant or refuse the request except in the event of maternity or childcare referred to herein. A person returning from leave of absence without pay shall be placed on the salary step called for by O.R.C. 3319.13 and 3317.13.

Disabling:

Upon the exhaustion of sick leave by a teacher, the teacher may be placed on a leave of absence without pay for a period of up to two (2) years. Such leave may be granted upon submission of documentation from a medical doctor attesting to the disability.

Non-Disabling:

Request for a leave of absence of a non-disabling nature shall be made to the Superintendent. Such request shall be for not less than a full semester nor more than a year. The leave may be renewed for one (1) additional year but may not exceed (2) years total.

Foreign Exchange Teaching:

Written request for leave of absence will be granted for exchange teaching in a foreign nation under the government's exchange a teacher program for overseas teaching of dependents of military personnel. Such leave shall be a period of one (1) year.

Reinstatement Rights:

The teacher shall be returned to contract status as provided by Revised Code Section 3319.13. Efforts will be made to return the teacher to the original assignment. Teachers shall notify the Superintendent in writing sixty (60) days prior to the end of such leave if the teacher plans to return to work.

Military Leave of Absence:

Military leave of absence shall be granted in accordance with the provisions of Ohio Revised Code Section 3319.14.

8.06 Assault Leave

8.061 Any teacher who is absent from school by reason of any assault or battery to said teacher as a result of this employment shall be granted assault leave, at no loss in pay. Such leave shall not be chargeable to sick leave.

8.062 Justification by a health care professional shall be required for any days of assault leave. This leave shall be limited to a maximum of sixty-five (65) school days for any given assault.

8.063 Only the wages paid to a teacher during an assault leave must be returned to the Board of Education if the teacher receives, through the courts or other legal processes, a settlement more than the wages paid to the teacher during the time of the leave.

8.07 Jury and Witness Duty Leave

8.071 Subpoena Leave

Any teacher who is served any subpoena as a witness as opposed to being a party to a suit shall be released from teaching duties with full pay up to ten (10) days in any one school year. The teacher shall present the check from the court for his/her witness fee to the Treasurer of the District within two (2) weeks of his/her return to classroom duties or within two (2) weeks of receiving the check from the court, whichever is later.

Every teacher receiving a subpoena in connection with his/her duties related to the injury or custody of a former or present student, shall immediately notify his/her Principal, and shall permit the attorney for the Board to move to quash the subpoena if circumstances warrant.

8.072 Jury Duty

Members of the bargaining unit who serve as a juror shall continue to receive regular payments so long as they submit to the Treasurer of the District proof of fees paid to them for this jury service.

8.08 Family Medical Leave

For purposes of the Family Medical Leave Act, the leave year is a school fiscal year and starts July 1.

8.09 Adoption Leave

Teachers shall be allowed the use of up to thirty (30) paid days of accrued sick leave per school year to arrange and complete a child adoption process. The use of this accrued sick leave is limited to the primary caregiver of the adopted child. The use of the thirty (30) accrued sick leave includes any days used before the child arrives in the household and any days used after the child arrives in the household to finalize the adoption process.

ARTICLE IX

9.00 INDIVIDUAL RIGHTS

9.01 Regular Teaching Contracts

All teachers employed by the Board to perform regular duties shall be issued written contracts in accordance with provisions of the Ohio Revised Code. Said contracts shall include the following information: Name of teacher; name of school district; type of contract (limited or continuing), if limited the number of years in the contract; annual compensation to be paid during the year of issuance of the contract; basis of determining the compensation (i.e., classroom teacher, B.S. Degree and 5 years teaching experience); frequency of salary payments (i.e., 26 equal pays); statement that all necessary implementing procedures have been completed by the Board prior to issuance of the contract; provision that a copy of said contract shall be made available to any teacher upon request; that issuance of renewal of limited contracts or continuing contracts shall be effected no later than April 30th of each year; that said contract shall contain signatures of the Board President, the Board Treasurer, and the teacher along with the date of issuance.

In the event that negotiations are in progress after the deadline of April 20, a blanket letter of intent to rehire shall be mailed to each teacher in lieu of a contract or salary notice.

9.011 Limited Contracts

1. All teachers entering the district at the start of the school year shall receive a one (1) year contract. If the teacher is rehired, he/she shall

receive a one (1) or two (2) year contract. Upon rehiring, the teacher shall receive a five (5) year contract or a continuing contract if the requirements of 9.012 and RC 3319.11 are satisfied. From that time on, only five (5) year contracts or continuing contracts shall be submitted.

2. At the end of any contract, the said teacher may be issued a one (1) year limited contract provided he/she is given in writing a statement informing said teacher that he/she is not meeting acceptable standards of performance as recommended by the supervising Principal and/or the Superintendent. Such recommendation shall be based upon information gained from the teacher evaluation procedure that was mutually developed and adopted by the Board. At the end of such (1) year limited contract, if said teacher has made satisfactory improvement, said teacher shall receive a limited contract of the same length as the contract held prior to the issuance of the one (1) year limited contract. No improvement and said teacher shall not be rehired pursuant to 9.03.

9.012 Continuing Contracts

Teachers who anticipate obtaining eligibility for a continuing contract, who during the time of potential eligibility are on a multiple year contract, must notify, in writing, the Superintendent indicating their qualifications for a continuing contract no later than October 1 of any contract year. To formally withdraw from consideration for a continuing contract under the above circumstances, the teacher must submit to the Superintendent a written notice by March 30.

Teachers on a multiple-year contract who apply for a continuing contract and are unsuccessful, may complete the remaining year(s) of that contract and thereafter reapply for a continuing contract by October 1 of the last year of their multiple-year contract. Any teacher who is rehired after unsuccessfully applying for a continuing contract may thereafter reapply for a continuing contract.

The Board of Education shall issue contracts according to O.R.C. 3319.11.

9.02 Supplemental Contracts

9.021 The Board shall enter into a written contract with each teacher who is to perform additional duties related to the supplemental positions identified in Article VI (O.R.C. 3319.08). Such supplemental contracts shall be written contracts and shall specify the compensation to be paid for the contracts.

9.022 When a supplemental contract position is declared vacant, certificated members of the bargaining unit who are believed to be qualified will be notified and the Association President or his or her designee will be notified. Preference shall be given to certificated/licensed unit members if

qualified for the particular position by virtue of aptitude, experience or objective criteria. If no qualified certificated/licensed unit member applies for the position within the time for response specified, the employer may consider qualified certificated/licensed teachers outside the district and thereafter may consider other qualified non-certificated/licensed persons. This term is intended to supersede by contract the prior legislation relating to this matter.

9.03 Non-renewal and Termination of Contract

9.031 Termination of Contract

Termination of a teacher's contract shall be according to 3319.16 and other related provisions of the Ohio Revised Code, provided however, that a hearing by a referee or the Board may take place during the summer months when school is not in session in spite of any contrary provision in R.C. 3319.16 or related statutes.

9.032 Non-renewal of Limited Contract

A. Upon the Superintendent determining he/she will recommend a teacher for non-renewal, he/she shall notify said teacher in writing of such intent with reasons therefore stated thirty (30) calendar days prior to the School Board meeting at which the Superintendent intends to recommend non-renewal.

B. A teacher maintains all rights and defenses contained in R.C. 3319.11. The non-renewal or non-reemployment of limited contract teachers shall comply with R.C. 3319.11 provided, however, that the non-renewal or non-reemployment process or procedure is not grievable.

9.04 Personnel Record File

9.041 A personnel file of all teachers shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information of teachers maintained by the Board and the administration.

9.042 The administration authorized to use personnel files of teachers shall be limited to the Superintendent and other administrators who are responsible for directing the professional staff. However, administrative access to teachers' files shall be limited to those staff members who have a school business need for such information. Any item placed in a teacher's file will first be given to the teacher with the opportunity to initial and note that he/she has seen the document and/or informed that it will be placed in the personnel file. All materials as inserted by the administration of the district in the personnel file of teachers shall include the following:

A. The date the item was placed in the file.

B. The teacher in whose file the entry is being made shall receive a copy of the entry.

C. Items that may be maintained in the personnel file of teachers shall be limited to:

1. Official transcripts of college work

2. Copy (copies) of certification/licensure authorized by the State Department of Education

3. Copies of Observation-Evaluation Reports

4. Copies of anecdotal records

5. Records of employment including assigned duties, regular and supplemental, years of service in the District, and other related information

6. Copies of contracts of employment with the local Board

7. Signed letters of commendation or criticism and records of personal achievements

8. Results of chest X-rays or skin tests

9. Employment application

10. Military experience

11. Leave information

12. Worker's compensation information

13. Severance information

9.043 Individual members of the instructional staff shall have access to their official personnel file upon request to the Superintendent. The file may be inspected by the teacher involved or his/her designee at reasonable times and on reasonable notice; such inspection shall be in the presence of a member of the administrative staff, or his/her designated representative.

9.044 Material placed in a teacher's file that is not in the categories 9.042, C, 1 through 13 inclusive, may be removed during file review with concurrence of the Superintendent. If the Superintendent does not agree with such removal, then the issue of the removal shall be subject to the grievance procedure.

9.045 Disciplinary action or complaints placed in a teacher's file may be expunged at administrator's discretion in accordance with State law or the Sugarcreek Board of Education Record Retention Policy after twenty-four (24) months, if there has been no other discipline imposed or administrative complaint during the past twenty-four (24) months. It is the responsibility of the employee to request the expunging of the material to the Superintendent.

9.046 Teachers' personnel files are public documents except that the Board will strictly obey the ruling of the Court in Sugarcreek Education Association, et al v. Board of Education, Sugarcreek Local School District Case No. 91CV604, Greene County Common Pleas Court. (See Appendix I)

The Board will take all reasonable steps to notify the teacher of any request to view or copy their file under the Public Records Act of Ohio.

9.05 Vacancies, Transfers and Reassignments

9.051 Vacancies

A. Notification is to be given to the Association and to each S.E.A. Building Representative as to openings and vacancies which occur in teaching positions and summer intervention programs, as may be required by law, and supplemental positions during the school term. Principals shall post such notification on the office bulletin board for at least five (5) working days. During the summer months when school is not in session, notices of vacancies will be distributed with paychecks. No job shall be filled until after the position has been posted for five (5) days.

Any teacher who meets the qualifications of the posted position will be granted an interview. A teacher who has been deemed to not meet the qualifications and who has not been granted an interview may meet with the building principal to discuss the reasons why an interview was not granted. If not granted the position, the teacher will receive a written letter stating, with specificity, the reason(s) for the denial of the position.

B. The notification of openings or vacancies shall include: (1) qualifications, (2) general job description, (3) salary schedule, (4) certification/licensure requirements, and (5) deadlines for filing applications. Preference shall be given to current teachers who have equal or above qualifications over a non-employee who is being considered for a position.

9.052 Transfers

A. Voluntary Transfers

1. A transfer is defined as a reassignment to another position carrying the same salary provisions or to any position for which the base pay is the teachers' salary schedule. A voluntary transfer is one which has been requested by the teacher.

2. Teachers requesting to transfer to another position shall complete a form provided by the Superintendent's office. Such requests indicating a desire for a transfer shall be returned by April 1 of each year. The requests shall expire as of September 30th of each year.

3. Qualified teachers who have requested transfers are to be given first consideration as assignments are made. The following criteria shall be applied:

   a. Individual qualifications.

   b. Instructional requirements as posted.

   c. Seniority of the candidate shall be considered if the Administration deems all of the other qualifications, including those on the posting, to be equal.

4. If a teacher's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his/her designee.

B. Involuntary Transfers

1. An involuntary transfer is an assignment to a lateral or comparable position which has not been requested by the teacher.

2. Notice of an involuntary transfer shall be given as soon as practical and before the end of the school term if possible.

3. When an involuntary transfer is necessary, a teacher's area(s) of certification/licensure, and other relevant factors, will be considered in determining which teacher is to be transferred.

4. Upon request, a teacher being transferred involuntarily will be granted a meeting with the Superintendent prior to the effective date of transfer. At this meeting, a list of open

positions in the school system will be made available to the extent the teacher possesses the appropriate certification/license; and such teacher may request a position in order of preference. If this request by the teacher is denied, the teacher shall be given the reasons for denial and for the transfer. The teacher at his/her option may have a representative of the bargaining agent present at such meeting.

5. The Superintendent shall be responsible to make all assignments and transfer determinations (3319.01). No teacher will be transferred arbitrarily, capriciously, or without rational basis in fact.

9.06 Complaints Against Teachers

Any complaint arising from a teacher's performance as an employee of the Board by any parent or other person not employed by the Board shall be resolved by the following procedure.

An attempt to resolve the complaint informally shall be made if the complaint is referred to the teacher involved. If the complaint is not resolved informally, the following procedure shall be followed.

1. If requested by the complainant or the teacher, a meeting involving the teacher, Principal and complainant will be arranged at a mutually convenient time to discuss the complaint.

2. If the complaint is unresolved in a mutually satisfactory manner, it will be appealed to the Superintendent or his/her representative.

3. If it is still unresolved in a mutually satisfactory manner, the complaint may be appealed to the Board. If a hearing is granted, it will be held in executive session. The Board's decision shall be final.

4. In each of the above steps, a teacher may request and be accompanied by counsel and/or a representative of his/her choice at the teacher's expense.

Conferences regarding such complaints shall be in private.

9.07 Parent Conferences

In the spring, each building advisory committee will be responsible for determining the Parent Conference schedule. The date of the Parent Conferences will be announced on or before the building's annual fall open house.

ARTICLE X

10.00 WORK YEAR AND WORK DAY

10.01 Teacher Year

The school year shall consist of 183 days as follows:

A. One hundred eighty (180) days of instruction of which two (2) days shall be used for parent-teacher conferences.

B. One (1) day for general teachers' meeting at the beginning of the school year and one (1) day at the end of the school year.

C. Three (3) staff development days pending annual approval by the Ohio Department of Education and the Sugarcreek Board of Education.

D. Parent/teacher conference days shall be scheduled within each building to accommodate individual building differences. The plan shall be mutually developed by both the Association and the Administration.

10.02 Calamity Days

In situations where the school day has started, but due to weather conditions or other calamity, the Superintendent dismisses school early, the teachers may leave after the students have left, unless directed to stay by supervisory administration. Similarly, in instances where due to weather conditions or other calamity, afternoon Kindergarten is canceled by the Superintendent prior to the arrival of the afternoon Kindergarten students, the Kindergarten teachers may leave unless directed to stay by supervisory administration.

10.03 Work Day

The teacher day shall not exceed seven and one-half (7 1/2) clock hours inclusive of lunch. Each teacher of grades 6 to 12 shall be afforded at least forty-five (45) consecutive minutes of planning time daily. Grades K to 5 will have at least thirty-five (35) consecutive minutes of planning time daily.

10.04 Meetings

One regular full faculty meeting shall be scheduled each month not to exceed the regular work day. If a meeting must be held during the teacher's assigned class, the teacher will be notified in advance of the nature of the meeting in order to prepare for the meeting and make plans for the assigned class that will be missed.

10.05 School Calendar

10.051 The Association shall have the right to submit a suggested calendar to the Superintendent for consideration prior to February 1 of each school year.

Within twenty (20) days following receipt, by the Association, of possible school calendars as submitted by the Superintendent, the Association shall return its preference in writing to the Superintendent. Such preference shall indicate the number of Association members voting in favor of the various calendar options.

10.052 The Board shall normally adopt a school calendar prior to the last student day of the school year.

10.06 Uninterrupted Lunch

No teacher shall be assigned any duty or be required to attend meetings during the teacher's uninterrupted 30-minute lunch time.

10.07 Report Cards

Notwithstanding anything contained in this contract to the contrary, grades shall not be required to be submitted any sooner than two (2) school days after the end of a quarter.

ARTICLE XI

11.00 WORKING CONDITIONS

11.01 Class Size

It shall be the policy of the Board to maintain class sizes at reasonable levels in all cases where space and finances permit. For the purpose of defining reasonable class size, the minimum standards as approved by the State Board of Education shall prevail.

11.02 Evaluations

See Evaluation and Observation Procedures *Appendix G.*

A. Notwithstanding R.C. 3319.11, 3319.111, or anything else in the contract, "classroom" observations shall not be required, nor shall Instructional and Performance Expectations be applicable to counselors, nurses, media specialists, technology coordinators, athletic directors or other individuals that do not teach in a classroom and who are certified/licensed. However, evaluation time lines contained in Appendix G of the parties' contract shall be followed.

11.03 Inclusion

A. The term "inclusion" shall mean the placement of children with identified disabilities whose least restrictive environment has been determined to include the regular education classroom.

B. All non-special/regular education teachers who have "included" students may have the opportunity to be a part of the development of the IEP for those students. In furtherance of this, the Principals have the discretion to give such teachers reasonable release time to work on such IEP development during the normal workday.

C. The assignment of students for inclusion shall be made on an equitable basis in the judgment of the Superintendent or his/her designee. Teachers who wish to continue to be assigned "included" students or rotate such assignments should do so in writing by April 1st of each school year.

D. Whenever the Principal deems it practical, Learning Disabled/ Developmentally Handicapped (LD/DH) students will not be assigned to classrooms where there are known MH students.

E. The regular education or special needs teacher will not be responsible for any lifting, diapering, or toileting of any student nor the administering of medication or the performing of medical procedures.

F. Upon recommendation of the Superintendent, the Board shall budget such amounts as may be needed for appropriate professional development to train staff for IEP requirements. The budget shall be administered in accordance with Section 6.07 of the Agreement.

G. In the Junior High and High School, upon request from the inclusion teacher, and at the Principal's discretion, he/she may, if at all possible, grant a common planning time at least once a month for all teachers of included students.

H. Evaluations of included teachers will be conducted by Administrators/Supervisors only, and not by their peers.

11.04 Occupational Health and Safety

11.041 Report Internally First

Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known. The Building Administrator will reply to the teacher within five (5) working days. If the problem is not solved to the teacher's satisfaction, the teacher may report the problem to the Superintendent and the Superintendent will reply within five (5) working days as to how the alleged problem has or will be solved. If the teacher does not receive notification within five (5) working days, OSHA may be notified.

11.05 Blood-borne Pathogens

A teacher will be given the opportunity to receive Hepatitis B tests/vaccine, and the Board will pay any deductible costs after the teacher's insurance has paid the

amount covered. The Board will honor the request and pay for any teacher who believes and can substantiate he/she may be in danger and requests the Hepatitis B tests/vaccine.

The Board will make an effort to protect the teachers from exposure to blood-borne pathogens in the work place.

11.06 Sexual Harassment Procedure

Sexual harassment is strictly prohibited.

Sexual harassment is any deliberate, repeated, or unsolicited verbal comment, gesture or physical contact of a sexual nature. This form of misconduct undermines the integrity of the employment relationship. Sexual harassment refers to sexual behavior which is personally offensive, disables morale, creates an intimidating, hostile or offensive working environment and, therefore, interferes with the work effectiveness of victims, co-workers, and students. Sexual harassment also occurs when a teacher suffers a tangible job detriment in retaliation for refusing to submit to sexual demands.

The following procedure for processing sexual harassment complaints shall be used:

1. Any teacher who believes that he/she is the object of sexual harassment shall bring such behavior to the immediate attention of his/her Principal. Should the teacher's Principal be the alleged harasser, the complaint shall be brought to the immediate attention (no more than two (2) working days) of the Superintendent and any Member of the Board whom the teacher chooses.

2. Complaints by the alleged victim shall be reduced to writing within five (5) working days after being reported in accordance with paragraph 1 and shall contain sufficient specificity to enable the Employer to investigate.

3. Complaints shall be processed and investigated in such confidence as is commensurate with the Employer's right and duty to investigate. All the circumstances shall be considered in determining whether or not sexual harassment has occurred.

ARTICLE XII

12.00 REDUCTION IN FORCE

12.01 Reasons for Reduction in Force

- Decrease in pupil enrollment.

- Suspension of schools or territorial changes affecting the school district.

- Financial reasons.

12.02 Procedure

Having made a determination that a reduction in staff and the suspension of one or more contracts is necessary, the Superintendent may cause notice to be given to the affected teacher(s) by April 15 or as soon as practicable in case notice by April 15 is not possible. In any event, notice shall be given to the teacher(s) prior to recommendation of such action to the Board.

In the event that staff reductions and subsequent suspension of contract(s) becomes necessary, the Association shall receive, along with all teachers to be reduced, a seniority list by tenure, including each teacher's area(s) of certification.

All suspension of contracts pursuant to this policy shall be made as follows:
The suspension of contracts shall occur on the basis of seniority by teaching field and shall occur to non-tenured teachers first. Teaching field shall be defined as a teaching position for which any teacher is certificated to teach.

Should it become necessary to suspend the contract of any tenured teacher, such suspension shall be on the basis of seniority by teaching field.

12.03 Seniority Defined

Seniority shall be defined as the continuous service of employment with the District as a teacher, beginning with the day the teacher was employed by official action of the Board. In the event that seniority is identical, then the highest degree held shall prevail. If seniority is still equal, then the total number of credits shall prevail. Continuous employment for the purpose of this section shall include:

a. All Board approved leaves of absence for illness or other disability granted pursuant to R.C. 3319.13.

b. All time during suspension if the teacher is later reinstated.

12.04 Bumping Rights

Bumping rights shall accrue to all teachers within their respective contact status groups defined as either limited or continuing, but in no event shall a non-tenured teacher exercise bumping rights over tenured teachers. The right to bump shall be limited to area(s) of teacher certification/licensure.

Bumping rights shall be defined as that process by which areas of certification/licensure are applicable to the extent a teacher may move from one area to another until he/she is either the most junior and will be suspended or causes a more junior teacher to become suspended who in turn has exhausted all other areas of his/her certification/licensure. When a reduction in force creates a

situation that a teacher contract may be suspended, such potentially suspended teacher(s) shall have certain rights as follows.

12.05 Recall Rights

There shall be created a potentially suspended teachers' pool.

The pool shall list all potentially suspended teachers by seniority and certification/licensure area(s).

All vacancies occurring during a reduction in force shall be made known to the teachers in the pool.

The teachers in the pool shall have the first opportunity to fill any such vacancies. If the teachers in the pool are unable to fill the vacancies because of inappropriate certification, their contracts shall be suspended. Suspended teachers have recall rights for a period of twenty-four (24) months after Board action on suspension of contract. Suspended teachers who do not respond to recall notice in ten (10) days of receipt of notice by certified mail shall forfeit all recall rights.

Suspended teachers who wish recall shall keep their current address on file with the Treasurer.

Involuntary transfer may occur if there is no resolution for the filing of vacancies through the method stated herein (refer to Article IX, 9.052, B., Involuntary Transfers).

Teachers whose contracts have been suspended for the reasons set forth in this section shall have recall rights in the following order:

> First recall rights shall be in order of seniority of tenured teachers by the teacher's area(s) of certification. The first refusal by the teacher to exercise a recall right shall not remove the teacher from the recall list. However, if the teacher refuses to exercise a recall right for a second time, s/he shall be removed from the recall list. If the vacant area(s) cannot be filled by recall of tenured teachers, then non-tenured teachers shall be recalled by seniority and by area(s) of certification/licensure. The first refusal to exercise a recall right shall not remove the teacher from the recall list.

12.06 Exclusion

The non-renewal of contracts shall not be used as a means to obtain reduction in the number of staff members. Non-renewal must be justifiable based upon appraisal of teacher performance.

12.07 Group Insurance Option

The suspended teacher may exercise the option of maintaining group insurance coverage(s) at the teacher's expense during his/her suspension and if allowable by the insurers under the provision of Article VII, Insurance, for a maximum of two (2) years.

ARTICLE XIII

13.00 Local Professional Development Committee

A. There shall be one (1) LPDC which shall function on a district wide basis.

B. There shall be five (5) members of the LPDC; Three (3) teachers (one (1) from the elementary school level, one (1) from the junior high level, and one (1) from the high school level) and two (2) administrators. The SEA shall choose and appoint the teacher members pursuant to Section 3319.22 (c)(3) of the Ohio Revised Code, and the Superintendent shall choose and appoint the administrative members. All members shall be appointed by August 31 of each year.

C. The LPDC shall elect its officers from among the members of the LPDC.

D. Meetings of the LPDC shall not be conducted during times scheduled for the teacher's workday.

E. Committee members shall serve a minimum of a two (2) year term on a rotating basis.

F. The responsibilities of the LPDC shall be as set forth in Section 3319.22 (c)(1) of the Ohio Revised Code and may be set forth by the State Board of Education and approved by the Ohio General Assembly.

G. The LPDC Standards and Bylaws shall not go into effect until such time as:

1. members of the SEA have voted to accept the Standards and Bylaws.

2. the Board has voted to accept the Standards and Bylaws.

3. any amendments of changes to the LPDC Standards and Bylaws shall be approved pursuant to the procedures set forth above.

H. The Board shall be responsible for clerical, recordkeeping, and safe records storage for the LPDC.

I. The LPDC shall work by consensus and LPDC members shall undergo consensus training. In the event that consensus discussions are exhausted, the majority shall rule.

J. Appeal Process

Reconsideration. If an educator disagrees with the LPDC's decision regarding the educators Individual Professional Development Plan, the educator shall be given the opportunity to meet with the LPDC in person to discuss the Individual Professional Development Plan and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.

Third Party Review. If, after the reconsideration process has taken place, the LPDC and the educators are still unable to come to agreement, an appeals panel shall review the decision through a due process hearing. The panel will consist of one teacher and one administrator selected from the LPDC and one license/certified educator from the district selected by the appealing educator. These three individuals then function as a panel to hold a due process hearing to review the LPDC decision and either uphold it or overturn it. Any further appeal may be made to the Ohio Department of Education.

K. At the beginning of the school year, the LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.

L. This procedure is not subject to the grievance process.

13.01 Entry Year/Mentor Program

A. The mentoring program is a way of providing quality on-the-job assistance for first-year teachers. The goal of this program is to provide teachers with assistance and suggestions to facilitate success in the classroom.

B. Mentors will be selected from teachers who have submitted a letter of interest to their building principal during the month of April but no later than June 1 of the year prior to the mentoring.

C. The requirements for the position of mentor teacher include:

1. Mentors shall have at least five (5) years of successful classroom experience, two of which must be in the district.

2. The mentor will have completed Pathwise, Ohio first, or Praxis training, prior to the first observation of the entry-year teacher.

3. Mentors will participate in the Greene County Educational Service Center Entry-Year Program. If the GCESC program is discontinued the district will assume the responsibility for the program.

D. Mentor will be assigned to the entry-year teacher as soon as possible and every reasonable attempt will be made to match the mentor and entry-year teacher in subject area and/or grade level. Every reasonable attempt will be made to make the assignment of the entry-year teachers and mentors as fair and equitable as possible.

E. The District (through the GCESC) will pay the mentor a yearly stipend of $600.00 for each entry-year teacher mentored. It is suggested that a mentor is assigned to no more than one entry-year teacher.

F. Should the mentor resign or be otherwise replaced, a proportionate stipend shall be made to the affected mentor teacher.

G. An entry-year teacher is defined as a person new to the profession of teaching. Participation in the entry-year program offered by the Educational Service Center is compulsory for beginning teachers who hold two-year provisional licenses beginning with the 2002-2003 school year.

H. The lead mentor will be compensated from the Educational Service Center a yearly stipend of $1000.00.

I. Mentors and entry-year teachers will each be granted three (3) days of release time to attend support meetings, as scheduled by the Educational Service Center. Mentors will be provided three half days of release time, during the school year for the purpose of completing classroom observations of each entry-year teacher.

ARTICLE XIV

14.00 SHARED STAFFING

Shared staffing shall be defined as the duties and responsibilities of one specific teaching assignment being voluntarily shared equally by two employees for a specific length of time. No more than two (2) employees may share a single specific teaching assignment.

A. Shared staffing shall not be implemented for the purpose of avoiding the filing of a full-time position, to cover work of employees on RIF, nor to achieve a reduction of benefits. The two employees shall decide how to divide one (1) health package. The health benefits and such decision will remain in effect for the entire school year.

B. The decision by the Superintendent or his/her designee to grant or deny a request by an employee for a shared staffing position is final and not grievable. An employee denied a shared staffing assignment shall, upon request have a conference with the Superintendent to review the denial.

ARTICLE XV

15.00 EFFECTS OF CONTRACT

15.01 Provision Contrary to Law

In the event any provision of this Agreement is found to be contrary to law, or unconstitutional by any court of competent jurisdiction, such finding or decision shall have no affect upon the balance of the provisions of said agreement which shall remain in full force and effect.

However, if a regularly scheduled negotiations meeting is more than sixty (60) days away from this contrary to law action, the Superintendent or his/her designee and the SEA President or his/her designee shall meet to form a memorandum of understanding concerning the contrary to law action. Such memorandum is to be in effect until such time as regularly scheduled negotiations take place.

15.02 Amendments

The Board and the Association may at any time alter the terms of this Agreement, provided there is mutual agreement to such change.

15.03 Copies of Agreement

The Board shall provide copies of this Agreement to all teachers covered hereunder, and any cost shall be divided equally between the parties. The President of the Association shall be given twenty (20) extra copies. New teachers to the District shall receive a copy of this Agreement.

ARTICLE XVI

16.00 DURATION OF AGREEMENT

This Agreement shall be effective August 1, 2008 and shall remain in effect through July 31, 2011, and for yearly periods from year-to-year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one-hundred twenty (120) days and not less than ninety (90) days prior to the expiration date July 31, 2011.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of October, 2008.

FOR: Sugarcreek Board of Education

By _____
Board President

By _____
Superintendent

By _____
Treasurer

FOR: Sugarcreek Education Association

By _____
Association President

By _____
Committee Member

By _____
Designated Representative

APPENDIX A

GRIEVANCE REPORT

STEP (circle) 1 2 3

I. Name of Aggrieved: _____

II. Grievance Submitted to: _____

III. Date Submitted: _____

IV. Grievance:

V. Relief Sought:

VI. Signature of Aggrieved: _____

VII. Date Received: _____

By: _____

VIII. Disposition of Arbitrator (Step 3 only):

APPENDIX B

APPLICATION FOR PERSONAL LEAVE

Employee's Name _____ Date(s) of Leave _____

Number of Days Requested _____ Building/Dept. _____

I hereby verify that personal leave will not be used for recreation, to extend a vacation or holiday, to accompany a spouse on a business or vacation trip, or for any other purpose except to take care of matters of business which cannot be taken care of except during school hours. If for any reason personal leave must be taken during the last two (2) weeks of school, I verify that it is to be used for either weddings, graduations, or special awards, programs for my child(ren).

_____ _____

Signature of Employee Signature of Principal/Supervisor

_____ _____

Date Date

Copies:	White	--	Treasurer	
	Canary	--	Teacher	
	Pink	--	Principal/Supervisor	FORM: TO-0020 (rev. 7/99)

APPENDIX C

APPLICATION FOR SICK LEAVE

Employee Name _____

Date Submitted_____ School/Assignment _____

Approved:_____ Disapproved _____

By:_____ Date:_____

The undersigned says that he/she is hereby making application for use of sick leave as provided in Revised Code 3319.141 and that use of such sick leave is justified for the following reasons:

1. Reason for use of leave:

   A. _____ personal illness
   B. _____ personal injury
   C. _____ exposure to contagious disease
   D. _____ illness, injury or death in immediate family

   Date Health Care Professional was consulted:_____

2. If "D" is checked above, please give the name, address and relationship of such member(s) of your immediate family.

   Name:_____

   Address:_____

3. I hereby request _____ day(s) of sick leave beginning _____ A.M. _____PM

   _____, _____ and ending _____ A.M. _____ P.M.
   Date (Year)

   _____, _____.
   Date (Year)

   _____
   Signature of Employee

Copies: white-Treasurer
yellow – Employee
pink – Principal/Supervisor

Form: TO-0040 (rev. 7/99)

APPENDIX D

SUGARCREEK LOCAL SCHOOL DISTRICT

APPLICATION FOR APPROVAL OF COLLEGE TUITION REIMBURSEMENT

I am requesting reimbursement for the following courses(s) for hours that lead to an advanced degree or credit for individual improvement in the field of education. Coursework must have been successfully completed between September 1 of last year and August 30 of this school year. I understand that I must complete this form and attach official transcript(s) for approval of the superintendent by October 1. ***Approved reimbursements will be made in November.*** For details, see item 6.08, Tuition Reimbursement, in the Master Agreement.

Course Name & Number	Semester/Quarter Hours	Term/Year

Total Semester/Quarter Hours - Maximum 2 semester or 3 quarter hours
Total for Reimbursement - Maximum $ 420.00

Semester Hours _____ x $ 210.00 = $ _____

Quarter Hours _____ x $ 140.00 = $ _____

_____ _____
Certificated staff member signature Date requested

_____ _____
Superintendent's Signature Date approved

Copies: White - Treasurer
Yellow - Personnel file
Pink - Employee (upon approval)

Form: CO-0290 (rev. 10/08)

APPENDIX D1

SUGARCREEK LOCAL SCHOOL DISTRICT

APPLICATION FOR APPROVAL OF HOURS NOT IN CURRENT TEACHING FIELD

Request permission to take the following course(s) for hours that lead to an advanced degree or credit for individual improvement in the area of education. I understand that I must secure approval of the superintendent prior to enrolling in the course if I intend to apply the credit toward reimbursement.

Course Name & Number	Semester/Quarter Hours

University	Term/Year

Certificated staff member signature

Date requested

Superintendent's signature

Date approved

Copies: Yellow - Personnel file
Pink - Employee (upon approval)

Form: CO-0310

APPENDIX E

SUGARCREEK SICK LEAVE FUND
DONATION FORM

To be eligible to donate up to three (3) days, a teacher must have accumulated and maintained 90 days of sick leave in the prior year. Donations may be made annually before September 30.

Name:_____ Date:_____

Position:_____

I agree to donate one (1) day, two (2) days, or three (3) days to the Sick Leave Fund, as per Article VIII (8.016) (circle correct number of days to donate) -

_____ _____
Signature Date

(Rev. 8/05)

APPENDIX F

SUGARCREEK SICK LEAVE FUND APPLICATION

Applicant: _____

Name_____Date _____
(please print)

Persons eligible for the sick leave fund are those individuals who have depleted all of their available sick leave/personal leave.

The teacher may apply for a gift of sick leave days.

Number of Days Requested _____

Reason(s) for application:

All applications must be approved by the Association President and the Superintendent.

_____ _____
Applicant's Signature Date

_____ _____
Association President Superintendent

Date:_____ Approved:_____ Denied:_____

APPENDIX G

SUGARCREEK LOCAL SCHOOL DISTRICT

TEACHER

OBSERVATION AND EVALUATION

PROCEDURES

Adopted September 1996

(Revised July 1999)

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I. PURPOSE

A. Evaluation should be a cooperative and continuous process undertaken to improve the quality of instruction and to facilitate professional growth of the individual. This evaluation program should consist of two related parts:

1. A general evaluation which is concerned with the evaluatee's overall effectiveness in the area of total professional growth and performance; and
2. An evaluation of specific areas of concentration which have been identified by the evaluatee and/or evaluator.

B. The evaluation system is based upon a philosophy which encompasses the following points:

1. A school district has a responsibility to students, staff, and community to develop and put into operation a continuous program of evaluation of all staff personnel.
2. The purpose of a personnel evaluation system is to improve instruction and facilitate the professional growth of individuals.
3. Improvement of job performance is achieved through deliberate and purposeful effort; it does not happen by chance.
4. Evaluation is a cooperative process between the evaluatee and evaluator
5. The evaluation process should provide opportunities for the evaluatee to meet periodically with the evaluator in conferencing sessions.
6. The evaluatee should be provided assistance in correcting professional difficulties with reasonable time to incorporate the recommended changes. This assistance could come from the evaluator and/or a staff representative.
7. The evaluation record should be available for the evaluatee's review, and the evaluatee should be provided the opportunity to respond, in writing, to the evaluator's summary conclusion and final evaluation.

C. Characteristics of a Sound Personnel Evaluation System

1. Open and honest dialogue between the evaluator and evaluatee
2. Honest self-appraisal on the part of the evaluatee
3. Identification and setting of objectives and plans of action by evaluatee and evaluator
4. Emphasis on performance
5. Assistance given by the evaluator in conferencing sessions
6. Class observation and evaluation feedback
7. Open and honest critique of teaching performance
8. Opportunity for comments and/or rebuttal by evaluatee

II. INSTRUCTIONAL AND PERFORMANCE EXPECTATIONS

The following areas may be the focus of an observer's attention during the observation and evaluation process:

A. Introducing the Lesson

1. Lessons start with a statement of purpose
2. Promptness in gaining the attention of students
3. Level of student interest in lesson objectives and activities
4. Amount of time used in introducing the lesson
5. Extent of students' active learning and participation
6. Smoothness of transition from introduction to lesson itself

B. Teaching to Objectives

1. Clarity of objectives
2. Student understanding of objectives
3. Relevance of teaching activities
4. Reinforcement of on-task behaviors
5. Amount of time used in objectives attainment
6. Closure with regard to objectives attainment

C. Giving Directions

1. Complexity of directions and how they are explained
2. Attention students give to the directions
3. Number of directions given at one time
4. Appropriateness of directions for given situations
5. Relevance of directions to good planning

D. Clarity of Presentation

1. Works with students at their level of ability
2. Match of teacher's presentation language with that of students' understanding
3. Extent to which key terms and ideas are defined and cues are utilized
4. Sequence and appropriateness of activities
5. Smoothness and clarity of transitions
6. Appropriateness of pacing
7. Effectiveness of illustrations
8. Evidence that students understand the presentation
9. Vocabulary of the subject area is taught
10. Use of varied learning modalities and instructional approaches

E. Feedback for Students

1. Kinds of reinforcers used
2. Frequency of feedback
3. Immediacy of feedback
4. Use of positive reinforcement
5. Manner in which constructive criticism or feedback is used
6. Variety of feedback
7. Student attitude or reaction to teacher feedback
8. Guides students toward self-evaluation and self-direction

F. Higher Level Question

1. Extent of memory type questions and how they are used
2. Extent of comprehension type questions and how they are used
   i.e. - predict, describe, compare, contrast, translate, restate
3. Use of application type questions
   i.e. - illustrate, examine, apply, organize, solve, transfer, classify
4. Use of analysis type questions
   i.e. - clarify, detect, explain, order, relate, summarize
5. Use of evaluation type questions
   i.e. - appraise, determine, measure, critique, rank, select
6. Use of synthesis type questions
   i.e. - arrange, combine, create, derive, modify, specify

G. Closing Lesson

1. How closing relates to opening
2. Review of facts and concepts
3. How skills are reinforced
4. How lesson is tied to what comes next
5. Student understanding of key points
6. Adequacy of time for closing
7. Clarity of assignment

H. Effective Communication

1. Works effectively in the areas of communication with other personnel within the building and district.
2. Works effectively with parents by promoting open and appropriate communications between home and school.
3. Accepts constructive criticism feedback or praise from the administrator/supervisor.

I. Interpersonal Skills

1. Sensitivity to students' feelings and needs
2. Rapport-building techniques
3. Knowledge of individual students
4. Listening to students
5. Correcting without embarrassing students
6. Promoting student positive self-image

J. Classroom Management

1. Atmosphere of control
2. Fairness, firmness, consistency
3. Use of class management plan
4. Class routines
5. Attendance, homework, etc

K. Patterns

1. Verbal pattern
2. Movement pattern
3. Contacts with students

L. Instructional Skills

1. Establishes high expectations for student learning
2. Uses pre-assessment, post-assessment and interim assessment tools in evaluating student skills and knowledge
3. Students are actively involved in the learning taking place in the classroom
4. Problem solving techniques are taught
5. There is an overall instruction plan. Students know what the plan is.
6. Assignments and expectation are differentiated in accordance with students' varying needs, abilities, etc.
7. The basic skills of reading, writing, speaking, and computation are reinforced in the particular class and subject area.
8. "Real life problems" are used as a basis for classroom activities so that more value can be seen by the student in his/her learning activity.
9. Test results are analyzed and used as a reference for future teaching. Homework and test papers of students are reviewed. Homework has a solid educational purpose.
10. Students are required to use proper English in written and spoken word in the classroom.
11. Courses of Study for appropriate subject areas are followed by the teacher.
12. Various instructional approaches and teaching tools are used in the classroom by the teacher. Examples: overheads, video/audio recorder computers, and tapes, lecture, small and large groups, interest and learning centers, etc.
13. Appropriate assessment records are available and up-to-date providing information on pupil progress

14. An effective balance of freedom and security is maintained in the classroom so that it is orderly and conducive to learning.

M. Professional Qualities

1. Demonstrates an appreciation of the importance of the profession
2. Observable behavior indicates acceptance of Staff Ethics for Sugarcreek Schools
3. Takes personal responsibility for professional growth by participating in in-service workshops, enrolling in university courses, etc.
4. Participates in school-wide curriculum development
5. Responds to suggestions for improvement
6. Accepts a fair share of out-of-class responsibilities
7. Complies with rules and regulations of the school system

N. Personal Qualities

1. Appearance is professional and appropriate
2. Interest and enthusiasm for teaching is evident
3. Uses good judgment in day-to-day decision making

III. OBSERVATION/EVALUATION CYCLES AND TIME LINES

A. Formal Evaluation: This observation/evaluation cycle requires frequent contact between the evaluatee and evaluator. This procedure shall apply to any limited contract or extended limited contract made pursuant to R.C. 3319.11. To the extent this procedure exceeds or fails to meet the requirements of R.C. 3319.11 and R.C. 3319.111, then the language of R. C. 3319.11 and R.C. 3319.111 shall prevail and is adopted by reference in this evaluation procedure.

1. Teacher groups
   a. All teachers new to Sugarcreek
   b. All teachers in the last year of a limited contract
   c. All teachers may be evaluated at any time but no less than every five (5) years. In the years a continuing contract teacher is evaluated the evaluation shall be completed by April 30 with a copy of the written evaluation given to the teacher by May 10 of the given evaluation year. Except for dates, all other observation/evaluation procedures apply.
   d. For teachers on limited contract not being non-renewed, the Board will receive a two (2) week extension of dates if extenuating circumstances exist (i.e. date over spring break, excessive snow/weather days, etc.).

2. Observation and evaluation dates

   a. Two (2) 30-minute observations make up one evaluation. Two evaluations are required during the school year.
   b. After each observation the teacher will receive the Post-Observation form within ten (10) school days.
   c. The first written evaluation must be completed by January 15 and copies given to the teacher not later than January 25 at a post-observation conference.
   d. Two (2) 30-minute observations, which, also, make up the second evaluation, must be completed between February 10 and April 1.
   e. The second written evaluation must be completed by April 1 and copies given to the teacher not later than April 10 at a post-observation conference.

3. Additional Evaluations

   a. Any teacher may request that an outside evaluation be completed by a Greene County Educational Service Center Supervisor.
   b. Any teacher may request additional observations.

B. Professional Development Cycle: (Annual Goals)

1. The purpose of this cycle is to give teachers and administrators/supervisors the opportunity to creatively develop an individual plan for improvement rather than following the traditional pattern of observation and evaluation.
2. This is only available to teachers who are not on the last year of a limited contract or the fifth year of a continuing contract.

SUGARCREEK EVALUATION TIMELINES

Second week of school	Teachers will receive annual goal forms and an explanation of the "Teacher Observation and Evaluation Procedures."
Fourth week of school	Annual goals returned to administrator. First written observations begin for evaluation.
January 15	Classroom observations shall be conducted by January 15.
Fourth week of school to January 15	First evaluation completed.
January 25	A written evaluation must be completed with a copy given to the teacher at a post-observation conference.
End of First Semester	Annuals goals are returned to the teacher so they can report their progress.
February 10	The second written observations begin for evaluation.
April 1	Classroom observations shall be conducted by April 1.
April 10	A written evaluation must be completed with a copy given to the teacher at a post-observation conference.

Refer to Ohio Revised Code 3319.111 Guidelines

OHIO REVISED CODE 3319.111 - NON-RENEWAL OF LIMITED CONTRACTS TIME LINES PLUS H.B. 522, EFFECTIVE JULY 20, 1992, AMENDED DATES

January 15	One evaluation which shall be composed of at least two (2) 30-minute classroom observations and shall be conducted by January 15.
January 25	A written report of the results of the evaluation shall be given to the teacher at a post-observation conference not later than January 25. If there is an issue, the report must contain suggestions for improvement.
February 10 to April 1	One evaluation which shall be composed of at least two (2) 30-minute classroom observations shall be conducted between February 10 and April 1.
April 10	A written report of the results of the evaluation shall be given to the teacher at a post-observation conference not later than April 10. If there is an issue, the report must contain suggestions for improvement.
April 30	Notice to the teacher being non-renewed of the board's intention to non-renew must be received by April 30.
April/May (10 days)	A teacher receiving notice of the board's intent to non-renew has 10 calendar days from the receipt of the notice of intent to non-renew to request a written statement, from the treasurer, describing the circumstance that led to the board's intention to non-renew. The treasurer will provide a written statement within 10 days of receipt of teacher's request.
May/June (5 days)	The teacher receiving a written statement describing circumstances that led to intention to non-renew has 5 days to request a hearing with the board. Request to be submitted to the treasurer.
(10 days)	Treasurer has 10 days upon receipt of request for a hearing to give teacher the time, place and date of the hearing.
(40 days)	Hearing to be scheduled and completed within 40 days of the receipt of the request. Hearing would need to be completed by July 4 assuming parties act on last day of each deadline.
June/July (10 days)	Board shall issue to the teacher a written decision affirming or vacating its intention to non-renew within 10 days of conclusion of hearing.

SUGARCREEK LOCAL SCHOOLS

ANNUAL GOALS FOR THE IMPROVEMENT OF INSTRUCTION

NAME_____ SCHOOL YEAR_____

TEACHING ASSIGNMENT_____

The purpose of these goals is to:

1. Improve the effectiveness of the individual teacher.
2. Improve some aspect of teaching performance by deliberate and purposeful effort.
3. Result in improved student learning.

GOAL_____

_____

_____

OUTCOME_____

_____

_____

GOAL_____

_____

_____

OUTCOME_____

_____

_____

GOAL_____

_____

_____

OUTCOME_____

_____

_____

Copies: White - Personnel file, Yellow - Appraisor, Pink – Employee Form: CO-1890 (8/96)

SUGARCREEK LOCAL SCHOOLS

POST-OBSERVATION CONFERENCE FORM

Teacher_____ Date_____

Grade/Subject_____ Supervisor_____

1. Patterns Observed (Summary of data collected)

2. Plan for Continual Growth (May include goals and methods)

3. Comments by the Teacher

By affixing my signature to this document, I indicate that I have had an opportunity to read it, but does not necessarily mean that I agree in total or in part with the contents stated herein.

Teacher_____ Date_____

Supervisor_____ Date_____

Copies: White - Personnel file, Yellow - Appraiser, Pink - Employee

Form: CO- 1880 (8/96)

TEACHER EVALUATION FORM

Teacher_____ Date_____

Evaluator_____ Building_____

Evaluation:

Comments and/or Suggestions:

Teacher Signature_____ Date_____

Evaluator Signature_____ Date_____

(The teacher's signature indicates that this report was reviewed with the building principal.)

Copies: White - Personnel file
Yellow - Observer
Pink - Employee

Form: CO-2000 (rev. 7/96)

APPENDIX H
(Informational)
SUMMARY OF FAMILY MEDICAL LEAVE ACT

1. To be eligible for FMLA leave, an employee must have one (1) year of servicewith the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately preceding the date on which the FMLA leave would begin the rolling year.

2. Leave Provisions

   A. Each eligible employee is entitled to up to a combined total of twelve (12) weeks of unpaid FMLA leave per leave year for any one, or more, of the following reasons: (I) The birth of the employee's son or daughter, and to care for the newborn child; (II) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job. A year is based on the rolling year beginning with the last day of one leave to the first day of another leave.

   B. FMLA is in addition to any leaves mentioned in this Agreement. FMLA may be taken separately or concurrently with other unpaid leaves in this Agreement.

   C. FMLA leave taken for reasons (I) and (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty (30) days notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.

   D. FMLA leave taken for reason (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their work.

3. Protection of employment and insurance

   A. The board shall return, if possible, the employee taking a leave under this Section to the same position he/she occupied prior to the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the expiration of FMLA leave shall notify the Superintendent in writing of the need to be on unpaid leave for no more than one additional month. Additional unpaid leave may be requested on a month-to-month basis. Failure to notify the employer or return after requested extension of leave shall constitute termination of employment.

   B. The Board shall continue to pay the board contribution to the current group health plan for the employee while they are on FMLA leave. The premium portion of the insurance is payable by the employee one month in advance on the first day of the month.

C. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

4. The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reason (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition. This section shall be uniformly applied. The Board may also require an employee to provide medical certification from a licensed physician that the employee is capable of returning to work at the conclusion of the FMLA.

APPENDIX I

Sugarcreek Education Association, et al vs. Board of Education, Sugarcreek Local School District

(C.P. Greene Case No. 91 CB 604)

FILED
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WILLIAM ... CLERK
COMMON PLEAS COURT
GREENE COUNTY, OHIO

IN THE COMMON PLEAS COURT OF GREENE COUNTY, OHIO

CIVIL DIVISION

SUGARCREEK EDUCATION ASSOCIATION, et al

Plaintiffs

CASE NO. 91 CV 604

vs.

BOARD OF EDUCATION, SUGARCREEK LOCAL SCHOOL DISTRICT

JUDGMENT ENTRY

Defendant

****

This matter came before the Court on March 12, 1992, upon the Verified Complaint and Answer, Plaintiff's Motion for a Preliminary Injunction and Application for Hearing on the Merits, Defendant's Memorandum Contra and the Stipulations of the Parties. The parties agree that the case is in a posture where the Court can issue a decision based upon the pleadings and evidence before it. The Court recognizes the expectation of privacy of teachers in the Sugarcreek Local School District in information hereinafter set forth, while at the same time recognizing that the wages, salaries and fringe benefits of such teachers maintained in the records of the Sugarcreek Local School District are plainly public records as that term is defined by R.C. 149.43.

Based upon the foregoing, and in consideration thereof,

IT IS HEREBY ORDERED that the Sugarcreek Local School

FOR YOUR INFORMATION

WILLIAM F. SCHENCK
PROSECUTING ATTORNEY
GREENE COUNTY
COURTHOUSE
XENIA, OHIO 45385
879-5700
376-5250

District Board of Education, its officers, employees, agents, successors and assigns are hereby restrained from disclosing to the public or considering as public information pursuant to R.C. 149.43 the following data maintained by it for teachers in its employ:

1. Social security numbers,
2. Unpublished telephone numbers upon notice by the teacher to Defendant that he/she does not want the telephone number disclosed to the public,
3. Marital status,
4. Identification of tax sheltered annuity companies to whom individual teachers contribute a portion of their earned salaries,
5. Amount of individual teacher contribution of earned income to identified tax sheltered annuity companies,
6. Identification of credit unions to whom individual teachers contribute a portion of their earned salaries,
7. Amount of individual teacher contribution of earned income to identified credit unions.

IT IS FURTHER ORDERED that nothing contained herein will restrict or in any way impede the ability of Defendant to disclose to the public, upon request, any wage, salary or fringe benefit which it pays to teachers employed by it.

WILLIAM F. SCHENCK
PROSECUTING ATTORNEY
GREENE COUNTY
COURTHOUSE
XENIA, OHIO 45385
879-5700
376-5250

IT IS SO ORDERED.

M. DAVID REID, Judge

APPROVED:

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Latanick & Foley
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Sugarcreek Local School District

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APPENDIX J

SUMMARY OF HEALTH CARE BENEFITS

Your Anthem Benefits

Anthem.

Educational Purchasing Council - Sugarcreek
Blue Access℠ (PPO)
Summary of Benefits, Effective October 1, 2008

Covered Benefits	Network	Non-Network
Deductible (Single/Family) *(Applies only to percent (%) copayments)*	$100/$200	$300/$600
Out-of-Pocket Maximum (Single/Family)	$1,000/$2,000	$2,000/$4,000
Physician Office Services Including Office Surgeries, allergy serum and injections[1] • Allergy testing	$15 20%	30% 30%
Preventive Care Medical History Mammography[1], Pelvic Exams, Pap testing and PSA tests Immunizations[1] Annual diabetic eye exam Annual Vision and Hearing exams	$15	30%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 30/30 visit limit Spinal manipulations: 12 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility	10%	30%
Other Outpatient Services Hospital/Alternative Care Facility	10%	30%
Inpatient and Outpatient Professional Charges	10%	30%
Home Care Services 30 visits non-network limit for Home Care, excludes IV therapy	10%	30%
Hospice Services	20%	20%
Emergency and Urgent Care: **Emergency Care in Emergency Room** *(covers all services, copayment waived if admitted, then inpatient copayment applies)* **Urgent Care Facility**	 $75 $35	 $75 $35
Ambulance Services	Covered in full	Covered in full
Maternity Services	10%	30%
Non-biologically Based Mental Illness and Substance Abuse[2] (limits and maximums apply) Inpatient: 30 Network days (includes inpatient mental health Non-Network) Outpatient: 50 Network visits 10 Non-Network mental health visits Inpatient and outpatient substance abuse $550 Non-Network *(Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)* *Call 1-800-788-4003 for authorized referral* **Biologically Based Mental Illnesses paid same as any other illness.**	 10% Copayments based on place of service	 30% Copayments based on place of service

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
®Registered marks Blue Cross and Blue Shield Association.

Lifetime Maximum (Combined Network and Non-Network)	$5 million	$5 million
Human Organ and Tissue Transplants except Kidney and Cornea transplants[3] A separate $1 million lifetime maximum applies (Combined Network and Non-Network)	Covered in full	50%
Medical Supplies, Equipment and Appliances	20%	40%
Prescription Drug Options:**		
Network Retail Pharmacies: (30-day supply)	$10 gen form/$20 brand form $30 non-form generic/brand	50%, min $30*
Anthem Rx Direct Mail Service: (60-day supply)	$10 gen form/$20 brand form $30 non-form generic/brand	Not covered
Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.		

Notes:

- *All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive Care, Physician Office Services and Urgent Care).*
- *Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (**Network**). Deductible(s) do apply to allergy testing on Saver Plans.*
- *Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.*
- *Dependent age: to the end of the calendar year in which the child attains age 19; or to the end of the calendar year in which the child attains age 24 if the child qualifies as a Federal tax exemption.*

[1] *These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.*

[2] *Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.*

[3] *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.*

**Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.*

***If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.*

Precertification:

- *Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

APPENDIX K

COBRA RIGHTS

Employees who leave employment, are suspended on reduction in force or terminated and the spouses or dependents of deceased, divorced or legally separated employees may elect to continue the employer-provided medical benefits at the employer's group rate plus two percent (2%) for eighteen (18) or thirty-six (36) months, depending upon the situation, according to federal COBRA law, after leaving employment in the district.

2008-2009 TEACHER SALARY SCHEDULE (3.0%) - *ADDENDUM L*

STEP	NON	NON $	BA	BA $	BA+150	BA+150 $	MA	MA $	MA+15	MA+15 $	MA+30	MA+30 $
0	0.865	$ 29,393	1	$ 33,980	1.101	$ 37,412	1.1515	$ 39,128	1.202	$ 40,844	1.2525	$ 42,560
1	0.9	$ 30,582	1.0505	$ 35,696	1.1515	$ 39,128	1.202	$ 40,844	1.2525	$ 42,560	1.303	$ 44,276
2	0.935	$ 31,771	1.101	$ 37,412	1.202	$ 40,844	1.2525	$ 42,560	1.303	$ 44,276	1.3535	$ 45,992
3	0.97	$ 32,961	1.1515	$ 39,128	1.2525	$ 42,560	1.303	$ 44,276	1.3535	$ 45,992	1.404	$ 47,708
4	1.04	$ 35,339	1.202	$ 40,844	1.303	$ 44,276	1.3535	$ 45,992	1.404	$ 47,708	1.4545	$ 49,424
5	1.04	$ 35,339	1.2525	$ 42,560	1.3535	$ 45,992	1.404	$ 47,708	1.4545	$ 49,424	1.505	$ 51,140
6	1.04	$ 35,339	1.303	$ 44,276	1.404	$ 47,708	1.4545	$ 49,424	1.505	$ 51,140	1.5555	$ 52,856
7	1.04	$ 35,339	1.3535	$ 45,992	1.4545	$ 49,424	1.505	$ 51,140	1.5555	$ 52,856	1.606	$ 54,572
8	1.04	$ 35,339	1.404	$ 47,708	1.505	$ 51,140	1.5555	$ 52,856	1.606	$ 54,572	1.6565	$ 56,288
9	1.04	$ 35,339	1.4545	$ 49,424	1.5555	$ 52,856	1.606	$ 54,572	1.6565	$ 56,288	1.707	$ 58,004
10	1.04	$ 35,339	1.505	$ 51,140	1.606	$ 54,572	1.6565	$ 56,288	1.707	$ 58,004	1.7575	$ 59,720
11	1.04	$ 35,339	1.5555	$ 52,856	1.6565	$ 56,288	1.707	$ 58,004	1.7575	$ 59,720	1.808	$ 61,436
12			1.606	$ 54,572	1.707	$ 58,004	1.7575	$ 59,720	1.808	$ 61,436	1.8585	$ 63,152
13			1.606	$ 54,572	1.7575	$ 59,720	1.808	$ 61,436	1.8585	$ 63,152	1.909	$ 64,868
14			1.606	$ 54,572	1.808	$ 61,436	1.8585	$ 63,152	1.909	$ 64,868	1.9595	$ 66,584
15			1.606	$ 54,572	1.808	$ 61,436	1.909	$ 64,868	1.9595	$ 66,584	2.01	$ 68,300
18			1.6565	$ 56,288	1.8585	$ 63,152	1.9595	$ 66,584	2.01	$ 68,300	2.0605	$ 70,016
21			1.707	$ 58,004	1.909	$ 64,868	2.01	$ 68,300	2.0605	$ 70,016	2.111	$ 71,732
24			1.7575	$ 59,720	1.9595	$ 66,584	2.0605	$ 70,016	2.111	$ 71,732	2.1615	$ 73,448

2009-2010 TEACHER SALARY SCHEDULE (3.0%) - *ADDENDUM M*

STEP	NON	NON $	BA	BA $	BA+150	BA+150 $	MA	MA $	MA+15	MA+15 $	MA+30	MA+30 $
0	0.865	$ 30,274	1	$ 34,999	1.101	$ 38,534	1.1515	$ 40,301	1.202	$ 42,069	1.2525	$ 43,836
1	0.9	$ 31,499	1.0505	$ 36,766	1.1515	$ 40,301	1.202	$ 42,069	1.2525	$ 43,836	1.303	$ 45,604
2	0.935	$ 32,724	1.101	$ 38,534	1.202	$ 42,069	1.2525	$ 43,836	1.303	$ 45,604	1.3535	$ 47,371
3	0.97	$ 33,949	1.1515	$ 40,301	1.2525	$ 43,836	1.303	$ 45,604	1.3535	$ 47,371	1.404	$ 49,139
4	1.04	$ 36,399	1.202	$ 42,069	1.303	$ 45,604	1.3535	$ 47,371	1.404	$ 49,139	1.4545	$ 50,906
5	1.04	$ 36,399	1.2525	$ 43,836	1.3535	$ 47,371	1.404	$ 49,139	1.4545	$ 50,906	1.505	$ 52,673
6	1.04	$ 36,399	1.303	$ 45,604	1.404	$ 49,139	1.4545	$ 50,906	1.505	$ 52,673	1.5555	$ 54,441
7	1.04	$ 36,399	1.3535	$ 47,371	1.4545	$ 50,906	1.505	$ 52,673	1.5555	$ 54,441	1.606	$ 56,208
8	1.04	$ 36,399	1.404	$ 49,139	1.505	$ 52,673	1.5555	$ 54,441	1.606	$ 56,208	1.6565	$ 57,976
9	1.04	$ 36,399	1.4545	$ 50,906	1.5555	$ 54,441	1.606	$ 56,208	1.6565	$ 57,976	1.707	$ 59,743
10	1.04	$ 36,399	1.505	$ 52,673	1.606	$ 56,208	1.6565	$ 57,976	1.707	$ 59,743	1.7575	$ 61,511
11	1.04	$ 36,399	1.5555	$ 54,441	1.6565	$ 57,976	1.707	$ 59,743	1.7575	$ 61,511	1.808	$ 63,278
12			1.606	$ 56,208	1.707	$ 59,743	1.7575	$ 61,511	1.808	$ 63,278	1.8585	$ 65,046
13			1.606	$ 56,208	1.7575	$ 61,511	1.808	$ 63,278	1.8585	$ 65,046	1.909	$ 66,813
14			1.606	$ 56,208	1.808	$ 63,278	1.8585	$ 65,046	1.909	$ 66,813	1.9595	$ 68,581
15			1.606	$ 56,208	1.808	$ 63,278	1.909	$ 66,813	1.9595	$ 68,581	2.01	$ 70,348
18			1.6565	$ 57,976	1.8585	$ 65,046	1.9595	$ 68,581	2.01	$ 70,348	2.0605	$ 72,115
21			1.707	$ 59,743	1.909	$ 66,813	2.01	$ 70,348	2.0605	$ 72,115	2.111	$ 73,883
24			1.7575	$ 61,511	1.9595	$ 68,581	2.0605	$ 72,115	2.111	$ 73,883	2.1615	$ 75,650

2010-2011 TEACHER SALARY SCHEDULE (3.5%) - *ADDENDUM N*

STEP	NON	NON $	BA	BA $	BA+150	BA+150 $	MA	MA $	MA+15	MA+15 $	MA+30	MA+30 $
0	0.865	$ 31,334	1	$ 36,224	1.101	$ 39,883	1.1515	$ 41,712	1.202	$ 43,541	1.2525	$ 45,371
1	0.9	$ 32,602	1.0505	$ 38,053	1.1515	$ 41,712	1.202	$ 43,541	1.2525	$ 45,371	1.303	$ 47,200
2	0.935	$ 33,869	1.101	$ 39,883	1.202	$ 43,541	1.2525	$ 45,371	1.303	$ 47,200	1.3535	$ 49,029
3	0.97	$ 35,137	1.1515	$ 41,712	1.2525	$ 45,371	1.303	$ 47,200	1.3535	$ 49,029	1.404	$ 50,858
4	1.04	$ 37,673	1.202	$ 43,541	1.303	$ 47,200	1.3535	$ 49,029	1.404	$ 50,858	1.4545	$ 52,688
5	1.04	$ 37,673	1.2525	$ 45,371	1.3535	$ 49,029	1.404	$ 50,858	1.4545	$ 52,688	1.505	$ 54,517
6	1.04	$ 37,673	1.303	$ 47,200	1.404	$ 50,858	1.4545	$ 52,688	1.505	$ 54,517	1.5555	$ 56,346
7	1.04	$ 37,673	1.3535	$ 49,029	1.4545	$ 52,688	1.505	$ 54,517	1.5555	$ 56,346	1.606	$ 58,176
8	1.04	$ 37,673	1.404	$ 50,858	1.505	$ 54,517	1.5555	$ 56,346	1.606	$ 58,176	1.6565	$ 60,005
9	1.04	$ 37,673	1.4545	$ 52,688	1.5555	$ 56,346	1.606	$ 58,176	1.6565	$ 60,005	1.707	$ 61,834
10	1.04	$ 37,673	1.505	$ 54,517	1.606	$ 58,176	1.6565	$ 60,005	1.707	$ 61,834	1.7575	$ 63,664
11	1.04	$ 37,673	1.5555	$ 56,346	1.6565	$ 60,005	1.707	$ 61,834	1.7575	$ 63,664	1.808	$ 65,493
12			1.606	$ 58,176	1.707	$ 61,834	1.7575	$ 63,664	1.808	$ 65,493	1.8585	$ 67,322
13			1.606	$ 58,176	1.7575	$ 63,664	1.808	$ 65,493	1.8585	$ 67,322	1.909	$ 69,152
14			1.606	$ 58,176	1.808	$ 65,493	1.8585	$ 67,322	1.909	$ 69,152	1.9595	$ 70,981
15			1.606	$ 58,176	1.808	$ 65,493	1.909	$ 69,152	1.9595	$ 70,981	2.01	$ 72,810
18			1.6565	$ 60,005	1.8585	$ 67,322	1.9595	$ 70,981	2.01	$ 72,810	2.0605	$ 74,640
21			1.707	$ 61,834	1.909	$ 69,152	2.01	$ 72,810	2.0605	$ 74,640	2.111	$ 76,469
24			1.7575	$ 63,664	1.9595	$ 70,981	2.0605	$ 74,640	2.111	$ 76,469	2.1615	$ 78,298

2010-2011 TEACHER SALARY SCHEDULE (2%) - *ADDENDUM O*

STEP	NON	NON $	BA	BA $	BA+150	BA+150 $	MA	MA $	MA+15	MA+15 $	MA+30	MA+30 $
0	0.865	$ 30,880	1	$ 35,699	1.101	$ 39,305	1.1515	$ 41,107	1.202	$ 42,910	1.2525	$ 44,713
1	0.9	$ 32,129	1.0505	$ 37,502	1.1515	$ 41,107	1.202	$ 42,910	1.2525	$ 44,713	1.303	$ 46,516
2	0.935	$ 33,379	1.101	$ 39,305	1.202	$ 42,910	1.2525	$ 44,713	1.303	$ 46,516	1.3535	$ 48,319
3	0.97	$ 34,628	1.1515	$ 41,107	1.2525	$ 44,713	1.303	$ 46,516	1.3535	$ 48,319	1.404	$ 50,121
4	1.04	$ 37,127	1.202	$ 42,910	1.303	$ 46,516	1.3535	$ 48,319	1.404	$ 50,121	1.4545	$ 51,924
5	1.04	$ 37,127	1.2525	$ 44,713	1.3535	$ 48,319	1.404	$ 50,121	1.4545	$ 51,924	1.505	$ 53,727
6	1.04	$ 37,127	1.303	$ 46,516	1.404	$ 50,121	1.4545	$ 51,924	1.505	$ 53,727	1.5555	$ 55,530
7	1.04	$ 37,127	1.3535	$ 48,319	1.4545	$ 51,924	1.505	$ 53,727	1.5555	$ 55,530	1.606	$ 57,333
8	1.04	$ 37,127	1.404	$ 50,121	1.505	$ 53,727	1.5555	$ 55,530	1.606	$ 57,333	1.6565	$ 59,135
9	1.04	$ 37,127	1.4545	$ 51,924	1.5555	$ 55,530	1.606	$ 57,333	1.6565	$ 59,135	1.707	$ 60,938
10	1.04	$ 37,127	1.505	$ 53,727	1.606	$ 57,333	1.6565	$ 59,135	1.707	$ 60,938	1.7575	$ 62,741
11	1.04	$ 37,127	1.5555	$ 55,530	1.6565	$ 59,135	1.707	$ 60,938	1.7575	$ 62,741	1.808	$ 64,544
12			1.606	$ 57,333	1.707	$ 60,938	1.7575	$ 62,741	1.808	$ 64,544	1.8585	$ 66,347
13			1.606	$ 57,333	1.7575	$ 62,741	1.808	$ 64,544	1.8585	$ 66,347	1.909	$ 68,149
14			1.606	$ 57,333	1.808	$ 64,544	1.8585	$ 66,347	1.909	$ 68,149	1.9595	$ 69,952
15			1.606	$ 57,333	1.808	$ 64,544	1.909	$ 68,149	1.9595	$ 69,952	2.01	$ 71,755
18			1.6565	$ 59,135	1.8585	$ 66,347	1.9595	$ 69,952	2.01	$ 71,755	2.0605	$ 73,558
21			1.707	$ 60,938	1.909	$ 68,149	2.01	$ 71,755	2.0605	$ 73,558	2.111	$ 75,361
24			1.7575	$ 62,741	1.9595	$ 69,952	2.0605	$ 73,558	2.111	$ 75,361	2.1615	$ 77,163